

AGREEMENT BETWEEN

Garlock

Sealing Technologies[®], LLC

and

***INTERNATIONAL ASSOCIATION
OF
MACHINISTS
AND
AEROSPACE WORKERS***

**Local Lodge No. 588 District No. 65
AFL-CIO**

Palmyra, New York

February 11, 2017

To

February 10, 2021

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SAFETY PREAMBLE

A Joint Safety Committee comprised of an equal number of Union and Company representatives will be available to handle and investigate complaints regarding unsafe and unsanitary conditions, and make necessary recommendations to resolve complaints. It is also the responsibility of this Joint Safety Committee to conduct monthly safety audits of the plant to identify and evaluate safety issues and develop a plan to collectively correct these issues. The Joint Safety Committee will also identify safety training to be conducted based upon its knowledge of the plant and work force.

Employees are expected to obey all safety rules and perform their jobs in a safe manner. Employees are encouraged to report any unsafe conditions or work practices to their supervisor or Joint Committee so that alternative, safer methods can be evaluated. Employees are expected to report all work injuries to the supervisor immediately.

**SAFETY IS EVERYONE'S RESPONSIBILITY AT
GARLOCK SEALING TECHNOLOGIES.**

AGREEMENT

BETWEEN GARLOCK INC, MECHANICAL PACKING DIVISION, GARLOCK SEALING TECHNOLOGIES, LLC, (HEREINAFTER REFERRED TO AS THE "COMPANY") AND THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, DISTRICT NO. 65, LOCAL LODGE NO. 588, (HEREINAFTER REFERRED TO AS THE "UNION").

1. PURPOSE

1.1 -- It is the purpose of this agreement to establish sound relations between the Company and the Union that will promote harmony, cooperation and efficiency to the end that both the Company and its employees may mutually benefit; and to facilitate the peaceful adjustment of differences in good faith that may arise from time to time between the parties to this Agreement.

1.2 -- The Company and the Union agree that there will be no discrimination against any employee because of race, creed, color, marital status, religious belief, sex, age, or national origin. The parties further agree that there shall be no discrimination on the basis of physical and/or mental qualified disability; nor will there be any discrimination against any disabled veteran or Vietnam-era veteran.

1.3 -- Use of masculine or feminine gender or titles in this Agreement shall be construed as including both genders and not as a sex limitation.

2. UNION RECOGNITION AND SCOPE OF BARGAINING UNIT

2.1 -- The Company recognizes the Union as the sole and exclusive bargaining agent for all hourly production and maintenance employees of the Company employed at its plant(s) located in Palmyra, NY, in matters concerning rates of pay, wages, hours of work, and other conditions of employment. Excluded from this Agreement are all salaried employees, guards, professional employees and supervisors as defined by the National Labor Relations Act.

2.2 -- Work normally performed by bargaining unit employees shall not be performed by non-covered employees except in emergencies or unless as the result of a significant change in conditions. The Company shall advise the Union in advance of such changes whenever possible.

2.3 -- The Union agrees that its officers and members will perform their respective job duties in the Company loyally, efficiently and continuously under the terms of this Agreement. The Union and its members will use their best endeavors to protect the interest of the Company, to conserve its property and to give service of the highest productive quality.

3. MANAGEMENT'S PREROGATIVES

3.1 -- It is recognized and agreed by the parties to this Agreement that the Company has the right to exercise all of its functions, powers and authority which have not been specifically delegated or modified by the express terms of this Agreement including, but not limited to, jurisdiction over matters concerning the management of the plant and the control and direction of the working forces.

4. NO STRIKE--NO LOCKOUT CLAUSE

4.1 -- The Union agrees that it will not order, take part in, encourage, or authorize any strike, stoppage, slow-down, or other interruption of work growing out of any dispute which is subject to the grievance procedure under the terms of the Agreement or in relation to a strike, stoppage, slow-down, or interruption of work initiated by any other bargaining unit. The Union agrees that it will actively discourage and endeavor to prevent or terminate such interruptions of work. The Company agrees that, provided the terms of this paragraph have been observed by the Union, neither it nor its representatives will put into effect any lockout during the term of the Agreement.

4.2 -- In the event that the Company fails to comply with the provisions of the arbitration clause or the decision of an arbitrator within five (5) working days of the date such decision is made known to the Company, the parties shall be released from the provisions of Section 4.1 above.

4.3 -- In the event of a stoppage of work, the Union agrees that such employees as may be required to condition the various equipment for shutdown and to protect and maintain property of the Company in operating condition and to protect the utilities such as water, power, sanitation, and plant guard services, shall be permitted to perform such service.

5. UNION ACTIVITIES ON COMPANY PROPERTY

5.1 -- The Union or its representatives will call no meetings on Company premises or on Company time except as provided for herein or unless a special meeting is requested by the Union and consented to in advance by the Company. Both parties agree that no activity for or against the Union will be conducted during working hours except as otherwise provided herein.

5.2 -- The Company agrees that it will meet with the Union's Negotiating Committee as circumstances require for the purpose of discussing matters coming within the scope of this Agreement. Such meetings, including special meetings as provided for in Section 5.1 above will be held at a time which is mutually agreeable to both parties.

5.3 -- The Company agrees to pay total hourly earnings to those Union representatives who are employees of the Company and who attend meetings as set forth above, provided the meetings so attended fall during the representatives' regularly scheduled hours of work. The total hourly earnings shall consist of hourly base rate or the straight-time average hourly earnings rate and shift differential, if any. It is agreed that for purposes of determining the number of representatives eligible to receive such payments, the negotiating committee shall consist of seven (7) persons. The grievance committee shall consist of seven (7) members of the negotiating committee. Dependent upon the circumstances involved, additional persons may be included for payment when their presence at such meetings is requested by the Union and approved by the Company.

5.4 -- Wherever possible, a minimum of twenty-four (24) hours' notice will be given to the Company when a Union representative is to be away from his place of work under circumstances where he must be replaced on his job.

5.5 -- The Company agrees to pay Garlock employees on the Union Negotiating Committee, up to a maximum of seven (7) Union Committee Members, for eight (8) hours per day for those days that the Union's and Company's Negotiating Committees are scheduled to meet (conferences). The eight (8) hours will be paid at the employee's standard hourly rate with appropriate applicable shift differentials. Only Union Committee members who attend the negotiating meetings on the scheduled days will be eligible for pay for the days attended under this article. Paid days will be limited to twenty (20) days per Committee member per contract negotiating cycle, unless mutually agreed to modify the negotiation conferences. This provision will only be applicable to contract negotiations for a successor to this collective bargaining agreement.

5.6 -- The Union will be invited to participate in the interview process for all bargaining unit new hires, as long as they have the appropriate training which will be provided by the Company and they have prior knowledge of the area being recruited for. The Company retains the exclusive rights on all decisions related to hiring of employees.

6. NOTIFICATION AND NOTICES

6.1 -- Any notice required to be given pursuant to the terms of this Agreement shall be reduced to writing and such notice shall be deemed complete when delivered to a Manager in the Human Resources Department of the Company or to the District #65, International Association of Machinists with a copy to the President of Local #588. If mailed, such notice shall be enclosed in an envelope duly addressed to the said parties and duly deposited in a United States Post Office, registered postpaid.

6.2 -- The Company will provide the Union bulletin boards in the manufacturing areas (not office areas) throughout the plant for the purpose of posting Union notices, copies of this Agreement, official papers, and bulletins dealing with events concerning labor relations between the parties to this agreement. The bulletin board space provided will not be less than one third (1/3) of the existing bulletin board's area. The bulletin board will not be less than 3' x 5'. The Union will provide the Union logo for placement on Union portion of the bulletin board.

7. UNION SECURITY

7.1 -- It shall be a condition of employment that all employees of the employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain in good standing and those who are not members of the effective date of this Agreement shall, thirty (30) calendar days after the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, thirty (30) calendar days following the beginning of such employment, become and remain members in good standing in the Union. Any employee who is transferred from a job covered by this Agreement shall, thirty (30) calendar days after the effective date of this Agreement, become and remain members in good standing in the Union.

7.2 -- The provisions of Section 7.1 above shall not apply to any employee covered by this Agreement to whom membership in the Union is denied or whose membership therein has been terminated for reasons other than the failure of such employee to tender their initiation fee or periodic dues.

7.3 -- Any employee who fails to meet the requirements of this article shall not be retained in the employ of the Company provided that the Union shall have notified the Company and the employee in writing of such default and said employee shall have failed to remedy same within ten (10) working days after receipt of such notice.

7.4 -- "Member of Union" where used herein means any employee who is a member of the Union and who is not more than sixty (60) calendar days in arrears in payment of dues.

7.5 -- The Company will give immediate written notice to the Union's financial secretary of the name of each person newly hired to a job covered by this Agreement or reinstated or transferred to a job covered by this Agreement.

7.6 -- During the first week of each month the Company shall provide the Union's financial secretary with a list of names of those employees who during the preceding month were absent more than fifteen (15) calendar days for reasons of health.

8. DUES CHECKOFF

8.1 -- The Company, upon written authorization of the employee, shall as hereinafter provided, deduct from the pay of such employee their initiation fee and regular weekly dues for the current month and promptly remit same to the financial secretary of the Union.

8.2 -- The initiation fee shall be deducted during the first month following receipt by the Company of a properly executed assignment authorizing the Company to make such a deduction, in two consecutive weekly pay periods. Regular weekly dues shall be deducted from fifty-two (52) weekly pay periods of each year, on an equal basis, as authorized in writing by an employee.

8.3 -- The financial secretary of the Union shall certify to the Company in writing the rate of initiation fee and weekly dues which are uniformly required by the Union as a condition of acquiring or retaining membership.

8.4 -- The execution of the assignment shall be voluntary on the part of the employee and shall read as follows:

ASSIGNMENT AND AUTHORIZATION FOR DUES CHECKOFF LOCAL LODGE #588, I.A.M. & A.W., AFL-CIO

I, the undersigned, hereby authorize and direct GARLOCK SEALING TECHNOLOGIES, LLC to deduct from my pay the initiation fee (if no initiation fee is to be deducted, draw a line through the words "initiation fee") and current weekly Union dues and any unpaid regular monthly dues for periods not to exceed three (3) months, which are established by Local Lodge #588 in accordance with the I.A.M. International Constitution, and to be checked off in accordance with the Agreement signed _____ and any extension thereof as provided in said Agreement, such monies to be turned over to the Financial Secretary of Local Lodge #588, I.A.M. & A.W.

This Assignment and Authorization shall be irrevocable for the period of one (1) year from the date hereof or until the termination of the current Collective Bargaining Agreement between the Union and the Company whichever is the shorter period. At the end of the original period of irrevocability and each renewal period of irrevocability this Assignment and Authorization shall be automatically renewed and be irrevocable for a like period of one (1) year or until the termination of the then current Agreement between the Union and the Company, whichever is the shorter, unless I give notice revoking this Assignment and Authorization during the ten (10) day period immediately following the end of such a period of irrevocability. Such notice revoking this Assignment and Authorization shall be given by written notice delivered by registered mail to the Local Lodge and the Company.

Signature:

Employee No.:

Date:

8.5 -- MNPL CHECKOFF -- The employer agrees to deduct and transmit to the treasurer of the I.A.M. & A.W. MNPL, the amount specified for each hour worked from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by MNPL. These transmittals shall occur monthly and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee.

8.6 -- The Union shall indemnify and save the Company harmless from any claims, suits, judgments, attachments and from any other form of liability resulting from the making of any deductions made in accordance with the foregoing authorization and assignment.

9. SENIORITY

9.1 -- APPLICATION -- Seniority shall not be affected by race, creed, color, age, sex, marital status or number of dependents, or qualified disability status. Seniority shall be based on the date of original hire or, if seniority has been lost, on the date of rehire. In the event two or more persons commence work on the same day, the one having the lowest clock number shall have the most seniority.

9.2 -- LOSS OF SENIORITY

- A. Seniority shall be lost by:
1. Voluntary termination of employment with the Company.
 2. Retirement.
 3. Discharge for cause.
 4. Failure to notify the Company within three (3) days of intention to return to work or failure to return to work on needed date after notice recalling the employee to work has been sent by Certified U.S. Mail return receipt to the employee's last known address as it appears on the Company's records.
 5. Absenting himself from work for two (2) days (non-scheduled days excluded without notification to the Company).
 6. Failure to comply with leave of absence rules as set forth in Article 17.
 7. Layoff which exceeds the time limits set forth in Article 9, Section 9.7, paragraph D and E.

B. In instances where seniority has been lost through the application of 3, 4, 5, 6 and 7 above, reinstatement may be made when, in the opinion of the Company and the Union, circumstances warrant it.

9.3 -- PROBATIONARY PERIOD

A. **New Employee --** An employee who is hired or rehired to a job covered by this Agreement shall be considered as being in probationary status until they have been in the employ of the Company for a period of one hundred and twenty (120) calendar days. During the probationary period the employee shall have no seniority and may be discharged by the Company without recourse by the Union.

Newly hired or rehired employees, filling a permanent or a temporary position, may participate in group insurance plans, as set forth in Appendix H, on their first day of hire.

B. **Recalled Employee --** An employee who is recalled to a job covered by this Agreement shall not be subject to a probationary period. However, a reasonable trial period will be required. If an employee who is reinstated from the recall list to a job, and cannot perform the job after a reasonable trial period not to exceed 120 hours worked, he/she will be removed from the job. The employee may be placed on other available work for which qualified or returned to the recall list pending a suitable opening.

C. **Transfers to Covered Jobs --** An employee transferred from a job not covered by this Agreement to a job covered by this Agreement shall be considered as being in probationary status for a period of thirty (30) calendar days from the date of transfer. During the probationary period the employee shall have no seniority and may be discharged by the Company without recourse by the Union.

D. **Transfers from Covered Jobs --** An employee transferred from a job covered by this Agreement shall maintain their seniority for a period of sixty (60) calendar days from date of transfer. The employee may return or may be returned to their former job and unit during the first thirty (30) calendar day period with previous seniority restored except that such shall be limited to one (1) occurrence for any given employee.

Such return to the bargaining unit after the thirty (30) calendar days noted above shall be by valid re-entry to an open job. If there are no open job(s) after the first thirty (30) calendar day period, the employee will be placed on the recall list until the sixty (60) calendar day period expires. If the employee does not return to a bargaining unit position within this period their seniority will end and they will be considered discharged, with no recourse from the Union.

E. Seniority Lists -- Upon successfully completing the appropriate period of probation as per Paragraphs A, B and C above, the employee will be entered on the seniority list as of the date of hire, reinstatement or transfer. These lists, showing the accumulated seniority of each employee, shall be maintained by the Human Resources Department; provided to the Union office on a monthly basis and posted in each department on a quarterly basis. A list of employee seniority dates and addresses will be provided to the Union's Recording Secretary upon request

9.4 -- JOB PROGRESSION AND SHIFT ASSIGNMENT --

A. Seniority in respect to job progression shall be maintained on a unit basis with unit designations as set forth in Appendix "G".

B. In all instances involving job openings and/or increases or decreases in the working force, length of continuous service shall govern among employees who are qualified to meet the requirements of the job.

C. When vacancies occur in multiple shift operations, not otherwise covered by letters of agreement, such vacancies will be filled through a shift promotion posting. Only employees of that classification shall be eligible to sign the shift promotion. Should an opening result from this selection, one additional shift promotion will be posted. Any remaining openings shall be filled through the procedures outlined in Article 12.

D. In the event of Company generated shift realignment or elimination of work assignments within a classification, seniority shall prevail in the selection of shift preference. This provision will only apply to permanent changes in shift assignment. The affected employee(s) will have a maximum of five (5) working days' notice of the shift change assignment.

9.5 -- LOAN OUTS --

A. Prior to any loan out situation, the employee so loaned out will have received a proper safety orientation training before performing the job duties of the loan out assignment. The safety orientation will be recorded and the record will be available for review. The training record will be signed by the supervisor, the trainer, the departmental steward and the employee being trained. The Company shall notify the Union Chief Steward electronically about loan outs on the first day of the loan out. Employees who received a proper safety orientation within the past forty five (45) calendar days, will not have to receive another safety orientation unless there were changes to equipment, material or processes. Employees must have been trained within the previous twelve (12) months or be otherwise qualified before being loaned out to operate or perform tasks using the following equipment:

Punch Press
HPS Sheeter
HPS Mixer
Rubber Mill

B. In the event that a classification has been permanently cut back, loan outs to that classification, with the exception of employee absence will be limited to 120 hours in any 6 week period for the first 3 months following a cut back. At such time a loan out exceeds 120 hours it shall be considered permanent and filled in accordance with applicable contract provisions. When a classification has been permanently cut back, the loan out will be noted on a recorded loan out slip and provided to the Chief Steward and Human Resources on a weekly basis.

C. It is recognized that it may become necessary to loan out semi-skilled employees from classifications to other semi-skilled units and to place employees on other than their regular work in their own unit due to temporary conditions which may prevail. Skilled trade employees may be transferred to semi-skilled jobs due to lack of work, emergency and/or safety related situations (customer or otherwise).

Employees so loaned out shall be paid their regular hourly rate, or the rate of the job to which assigned, whichever is the higher. The rate of the job in this instance is defined as the employee's present progression step as applied to the job grade in which he/she is to perform replacement duties.

The Union and the Company agree that when it becomes necessary to loan skilled and semi-skilled employees from their classification for the convenience of the Company. Employee thus affected will maintain their normal work hours.

The Company shall be sensitive and take into consideration issues such as, childcare, transportation, etc., if it becomes necessary for employees to work hours other than their normal work hours.

Loan Outs Greater Than Three (3) Days

Unless a more senior employee in the classification volunteers to go, loan outs for greater than (3) three days shall be made in accordance with seniority, provided the more senior employee can perform the remaining work in a satisfactory manner and without additional training.

When a loan out situation occurs due to a lack of work for more than three (3) days, the Company will initiate a meeting with the Union to discuss the situation. In a lack of work situation the Company will make every effort to accommodate the employees to work their normal work hours.

Loan Outs Three (3) Days Or Less

Unless a more senior qualified employee in the classification volunteers, loan outs of three (3) days or less shall be assigned to the least senior qualified employee in the classification who can perform the work in a satisfactory manner and without additional training. Employees thus affected will maintain their normal work hours unless the employee chooses to take the offered work hours

9.6 -- LAYOFF PROCEDURE --

A. Excepting when emergency conditions prevail, employees to be laid off will be given at least three (3) days' notice. Should the lack of work result from a customer "stop order", a minimum of three (3) days' notice of lay-off shall be given.

B. Within the first week of bumping into the new classification, a meeting will be held with the employee, their immediate supervisor, the appropriate Union Steward or a Union Representative if the appropriate Union Steward is not available and Human Resources. The purpose of this meeting will be to review a training matrix for the employee. The employee will be expected to make reasonable progress in completion of their identified training and will be reviewed every five (5) working days during their first 120 hours. Extensions on training must be mutually agreed upon by the Union and the Company.

C. In the event of a workforce reduction, an employee bumped from a classification with an experience factor of three (3) or more, who is placed on the recall list, may be called back in lieu of job bidding provided the senior employee who bumped in to that position does not qualify for that position.

D. In the event that it becomes necessary to operate on a reduced workweek basis, the Company and the Union will agree on the length of the period during which the plant or units thereof will so operate.

E. If an employee is offered a job in another unit because of a reduction in the working force and refuses this job for a good reason, he will be placed on the recall list.

F. When it is determined that a layoff or Company generated shift realignment is to occur, the Chief Steward shall be notified. When the list of employees to be laid off has been arrived at, Human Resources shall present the list of employees, together with their employment dates, to the Chief Steward. Written notices of separation due to layoff will be forwarded to the Union's Financial Secretary.

G. Elimination of Jobs—Any employee whose job is eliminated shall be subject to the appropriate provisions of Section 9.6.

H. Combining of Jobs—When two or more jobs are combined and this results in the need to reduce the number of employees, those affected by the reduction shall be subject to the appropriate provisions of Section 9.6.

I. The Company and Union agree that in the event that automation creates unemployment during the life of this Agreement, the senior employees directly affected will be offered a training period not to exceed thirty (30) working days on the job automated. Employee's performance shall be reviewed on a weekly basis during the trial period. If at the end of the thirty (30) day trial period it is determined, by the supervisor, that the employee is making satisfactory progress, the training period may be extended.

J. Incumbents of the following designated elective officers of Local #588 shall be the last ones laid off during their term or terms of office: President, Vice President, Recording Secretary, Financial Secretary, Chief Steward and Shop Committee Representatives.

- K.
1. In the event of a cutback in the Plant Maintenance Shops/Tool Room, employees holding the lesser skilled level of the classification shall be affected first.
 2. Employees affected by a cutback in the Plant Maintenance Shops/Tool Room will have the option of electing to go directly to the recall list pending an opening in their respective trade/classification or to exercise their bumping options consistent with Article 9.6.

L. When it becomes necessary to lay off employee(s) with less than two (2) years, the following will apply:

1. Employee may replace a less senior employee in his/her unit;
2. If there are no options in (1) above, employee may replace the least senior in his/her area.
3. If there are no options in (1) and (2) above, employee may replace the least senior employee in the plant.

M. When it becomes necessary to lay off employee(s) with two (2) years or more but less than eight (8) years seniority, the following will apply:

1. Employee may replace a less senior employee in his/her unit;
2. Employee may replace the least senior in his/her area;
3. If there are no options in (1) and (2) above, employee may replace the least senior employees in the plant as per the following example (LIFO):
Ex: 10 employees to be reduced from the workforce. The last 10 people hired for semi-skilled jobs will be an option for the more senior employees in the affected areas provided the bumper is physically qualified to perform the job where it does not violate any state and/or federal regulations.

N. When it becomes necessary to lay off employee(s) with eight (8) years or more seniority, the following will apply:

1. Employee may replace a less senior employee in his/her unit;
2. Employee may replace a less senior employee in his/her area;
3. Employee may replace the least senior employee in any other area;
4. Employee may replace the least senior employee in a classification he/she previously held, if he/she held such classification successfully for at least three (3) months. Previously held jobs include Pre-combos. Pre-combo shall be defined as those classifications that were active on or after January 1, 2000.
5. Employee shall have shift preference of selected classification, then a shift realignment will occur.

O. Jobs with an experience factor of 4 or more can only be bumped if the employee has held the classification successfully for at least three (3) months.

P. This communication is to clarify how cutbacks are to be processed for the pay for skill progressions. Reductions in the affected workforce(s) will be determined by minor and/or subgroup. Employees affected by a reduction in force in the affected minors and/or subgroups will be afforded their contractual bumping rights and the least-senior employees in each other subgroup and/or minor for that classification. All other current and future contractual rights still/will apply.

Active Classifications as of January 1 ,2000

Gr	Job Title	Grade	Classification as of 2/2/05
DIV Maint- Buildings & Grounds	Facilities Technician	GPSK5	same
DIV Maint- Buildings & Grounds	Sanitor	GP003/GP004	same
DIV Maint- Buildings & Grounds	Box Maker	GP008	Facilities Technician
DIV Maint- Buildings & Grounds	Power Sweeper/Recycler	GP006	Facilities Technician
DIV Maint- Buildings & Grounds	Special Waste Handler/Recycler	GP008	Facilities Technician
DIV Maint- Buildings & Grounds	Special Waste Handler	GP010	Facilities Technician
DIV Maint- Buildings & Grounds	Scrap Handler/Yard Maintenance Worker	GP007	Facilities Technician
DIV Maint- Buildings & Grounds	Prevenative Maintenance Technician	SK6	Facilities Technician
DIV Maint- Buildings & Grounds	Lubricator	GP009	Facilities Technician
DIV Quality Assurance	Quality Control Inspector #1	GP010	same
DIV Quality Assurance	Tool & Gauge Inspector	GP010	same
DIV Quality Assurance	Quality Control Inspector #1/ Construction Products	GP010	Quality Control Inspector #1
DIV Quality Assurance	Tool Quality & Government Inspector	GPSK5	same
DIV Shipping, Receiving	Material Coordinator	GP009	same
EJT Expansion Joint Build	Expansion Joint Builder	GP010	same
EJT Expansion Joint Build	Molded TFE Operator	GP008	Expansion Joint Service Tech/TPE Operator
EJT Expansion Joint Build	Expansion Joint FEP	GP007	Expansion Joint Builder
EJT Expansion Joint Build	Material Cutter	GP007	Expansion Joint Service Tech/TPE Operator
EJT Expansion Joint Build	Stripper	GP008	Expansion Joint Finisher
EJT Expansion Joint Build	Wrapper	GP008	Expansion Joint Finisher
EJT Expansion Joint Build	Expansion Joint Builder #1	GP009	Expansion Joint Builder
EJT Expansion Joint Build	Expansion Joint Builder #2	GP006	Expansion Joint Builder
EJT Expansion Joint Build	Expansion Joint Finisher	GP009	same
EJT Expansion Joint Build	Expansion Joint Service Tech/TPE Operator	GP010	same
EJT Expansion Joint Build	Mobile: Expansion Joints	GPSK6	same
EJT Expansion Joint Build	Iron Worker/ Drill Operator	GP008	Welder/Torch Cutter/Iron Worker/Drill Operator
EJT Expansion Joint Build	Stock Keeper/ Supplier/ Form Repair	GP009	Expansion Joint Service Tech/TPE Operator
EJT Expansion Joint Build	Stock Keeper/ Supplier/ Maintenance Mechanic	SK4	Expansion Joint Service Tech/TPE Operator
EJT Expansion Joint Build	Order/ Packer/ Shipper	GP008	Expansion Joint Finisher
EJT Expansion Joint Build	Expansion Joint: Flue Duct	GP008	Expansion Joint Finisher
EJT Expansion Joint Build	Welder/Torch Cutter/Iron Worker/Drill Operator	GPSK6	same

BU Name	Job Title	Grade	Classification as of 2/2/05
FAB Gaskets	Template Designer/ Woodback Die Maker	SK6	Handcut/ Ardios/ Woodback Die Maker
FAB Gaskets	Template Designer	SK6	Handcut/ Ardios/ Woodback Die Maker
DIV Tool Room	Woodback Die Maker		Handcut/ Ardios/ Woodback Die Maker
FAB Gaskets	Fabricator/ White Room Operator	GP009	same
FAB Gaskets	Samco/ USM Press Operator	GP007	Fabricator/ White Room Operator
FAB Gaskets	Mobile : Cut Gasket	GP009	same
FAB Gaskets	Fabricator: Cut Gasket	GP008	Fabricator/ White Room Operator
FAB Gaskets	Handcut/ Ardios/ Woodback Die Maker	GPSK5	same
FAB Gaskets	Pwr Press- S/U/O gkt RR	GP007	Fabricator/ White Room Operator
FAB Gaskets	Shipper: Industrial Gasketing	GP007	Fabricator/ White Room Operator
GYL Manufacturing Mgmt	Gylon Tech/ Compounder/ Grinder	GP010	same
GYL Manufacturing Mgmt	Gylon Technician : Calendar Operator	GP008	same
GYL Manufacturing Mgmt	Gylon Technician : Diaphragm	GPSK7	same
GYL Manufacturing Mgmt	Gylon Technician : Mixing	GP008	same
GYL Manufacturing Mgmt	Gylon Technician : Shipping	GPSK7	same
GYL Mixing & Cake Forming	Material Prep Operator	GP008	Gylon Technician : Grinder/ Compounder
GYL Mixing & Cake Forming	Raw Material/ Separator/Grinder Operator	GP007	Gylon Technician : Grinder/ Compounder
GYL Mixing & Cake Forming	Mixing Prep Operator	GP007	Gylon Technician : Mixing
GYL Sheet	Calender Operator	GP008	Gylon Technician : Calendar Operator
GYL Sheet	Calender Helper	GP005	Gylon Technician : Calendar Operator
GYL Sheet	Molded Diaphragm Operator	GP007	Gylon Technician : Diaphragm
GYL Sheet	Mobile : Gylon	GP009	Gylon Technician : Shipping
GYL Sheet	Shipper/ Receiver	GP008	Gylon Technician : Shipping
HYD Belts	Rubber Belt Finisher	GP007	Tubing Tech : White Rm Operator
HYD Chevron Prep Unit	Mobile Person : Chevron/ Finishing	GPSK6	same
HYD Chevron Prep Unit	Sub Group 6	GP009	same
HYD End Ring & Assembly	Hydraulic Adpt Mftg Specialist	GPSK5	same
HYD End Ring & Assembly	Sub Group 1	GP010	same
HYD End Ring & Assembly	Sub Group 2	GP009	same
HYD End Ring & Assembly	Sub Group 3	GP008	same

BU Name	Job Title	Grade	Classification as of 2/2/05
HYD End Ring & Assembly	Sub Group 4	GP009	same
HYD End Ring & Assembly	Sub Group 5	GP009	same
HYD Injection Molding	Inj Mold Tech -Opr/Spry	GP009	same
HYD Injection Molding	Inj Mold Tech - S/U/P	GPSK7	same
HYD Injection Molding	Injection Mold Machine Operator	GP006	Inj Mold Tech -Opr/Spry
HYD Injection Molding	Mold Builder (Combined with set up 2//01)	GP009	Inj Mold Tech - S/U/P
HYD Injection Molding	Mobile Person : Injection Molding	GP009	depend on seniority
HYD Injection Molding	S/U/P Lip Trim/ Post Cure	GP008	Inj Mold - Lip Trim
HYD Injection Molding	Shipper: Hydraulic Components/ Urethane Finisher	GP007	Inj Mold - Lip Trim
HYD Injection Molding	Set Up Person "A" Injection Molding	SK7	Inj Mold Tech - S/U/P
HYD Injection Molding	Urethane & Marblock Machinist	GP009	Inj Mold -Marblock/Urethane
HYD Injection Molding	Inj Mold - Lip Trim	GP009	same
HYD Injection Molding	Inj Mold -Marblock/Urethane	GPSK7	same
HYD Lathe Cut	Lathe Operator	GP009	Utility Person : Press Room
HYD Lathe Cut	Utility Person : Specialty Rubber	GP009	same
KLZ Assembly	Dip Tank Operator	GP006	Metal Prep Tech
KLZ Assembly	Order Boxer: Klosure	GP004	Assembler/ Shipper
KLZ Assembly	PSI Seal Tech	GP009	Parts Fab/Fin:Stamping
KLZ Assembly	Power Truck Operator	GP008	eliminated
KLZ Assembly	Small Seal Finishing Tech	GP007	Assembler/ Shipper
KLZ Assembly	S/U/O : Closing Machine	GP008	Assembler/ Shipper
KLZ Assembly	S/U/P Packaging Equipment	GP007	Assembler/ Shipper
KLZ Assembly	Spin Lathe Operator: Engine	GP007	Assembler/ Shipper
KLZ Assembly	Stock Clerk : Klosure	GP008	Assembler/ Shipper
KLZ Assembly	Adapter Spin Lathe	GP007	Parts Fab/Fin:Spinning
KLZ Assembly	Stock Keeper: Klosure	GP009	Assembler/ Shipper
KLZ Element Trim	Mobile: Element Trim	GP009	Rubber Products
KLZ Element Trim	Packing Lathe/Large Seal/Lip Trim Operator	GP009	Rubber Products
KLZ Element Trim	Rough Pick/ Knife Trim Operator	GP003	Rubber Products
KLZ Element Trim	S/U Lip Trim & Material Clerk	GP009	Rubber Products
KLZ Element Trim	Klosure Shell & Adapter Maker	GP008	Parts Fab/Fin:Spinning
KLZ Large Seal	Assembler/Shipper	GP010	same
KLZ Large Seal	Hydraulic/ Electric/Vacuum Press Operator	GP008	same
KLZ Large Seal	Checker Boxer: large Seal	GP005	Assembler/ Shipper
KLZ Large Seal	Finishing Unit	GP007	Assembler/ Shipper
KLZ Large Seal	Morgan Seal & Dirt Finisher/Hot Splicer & Roughpick/Knife Trim Operator	GP007	Rubber Products
KLZ Large Seal	Mobile : Klosure Large Seal	GP009	Parts Fab/Fin:Spinning
KLZ Large Seal	Model 26 Technician	GP009	same
KLZ Large Seal	Outer Case Forming Unit	GP009	Parts Fab/Fin:Spinning
KLZ Large Seal	PTFE Technician	GP008	CANNOT BUMP - SK TRADE POSITION NOW
KLZ Large Seal	Split Klosure Finisher	GP009	same
KLZ Lip Trim	Mobile Person " Klosure Element Trim	GP009	Rubber Products
KLZ Lip Trim	Parts Fab/Fin : Rubber Products	GP010	same
KLZ Lip Trim	RGH Pick/ Knife Trim Operator	GP003	Rubber Products
KLZ Metal Prep	Black Spray Operator	GP005	Metal Prep Tech

BU Name	Job Title	Grade	Classifications as of 2/2 05
KLZ Metal Prep	Sprayer: Urethane Products	GP004	Metal Prep Tech
KLZ Metal Prep	Shell Treater	GP007	Metal Prep Tech
KLZ Metal Prep	Metal Prep Sprayer	GP005	Metal Prep Tech
KLZ Metal Prep	Metal Prep Technician	GP009	same
KLZ Metal Prep	Mobile: Metal Prep	GP009	Metal Prep Tech
KLZ Metal Prep	Parts Fab/Fin:Spinning	GP010	same
KLZ Metal Prep	Spring Cutter/ Welder	GP003	Metal Prep Tech
KLZ Punch Press	Die Crib Attendant	GP010	same
KLZ Punch Press	Punch Press Operator	GP005	Parts Fab/Fin: Stamping
KLZ Punch Press	S/U/P: Punch Press	GP009	Parts Fab/Fin: Stamping
KLZ Punch Press	Metal Parts Finisher	GP008	Parts Fab/Fin: Stamping
KLZ Punch Press	Mobile Punch Press	GP009	Parts Fab/Fin: Stamping
KLZ Punch Press	Parts Fab/Fin: Stamping	GP010	same
MLD Banbury	Banbury Machine Operator	GP008	Banbury Machine Technician
MLD Banbury	Banbury Machine Technician	GP009	same
MLD Banbury	Compounder: Banbury	GP007	Materials Tech
MLD Banbury	Material Handler: Banbury	GP007	Materials Tech
MLD Banbury	Materials Tech	GP008	same
MLD Banbury	Mixing Mill Operator:Banbury	GP008	Banbury Machine Technician
MLD Banbury	Mobile Person : Banbury	GP009	Banbury Machine Technician
MLD Inspection	Shipper:Rubber Products	GP006	same
MLD Metal Prep	Sprayer: Press Room	GP006	same
MLD Metal Prep	Utility Person: Press Room	GP008	same
MLD Mill & Calender	Inspector/Printer/ Vulcanizer	GP008	Mill & Cal Operator #2
MLD Mill & Calender	Hydraulic Press/ Power Drum Operator	GP008	Mill & Cal Operator #2
MLD Mill & Calender	Grinder-Automatic Ring Cutter/ Post Drill Operator	GP008	Mill & Cal Operator #3
MLD Mill & Calender	Mill & Cal Operator #1	GP010	same
MLD Mill & Calender	Calender Operator	GP009	Mill & Cal Operator #1
MLD Mill & Calender	ias Shear/Winder/Drier	GP008	Mill & Cal Operator #2
MLD Mill & Calender	Mill & Cal Operator #2	GP010	same
MLD Mill & Calender	Mill & Cal Operator #3	GP010	same
MLD Mill & Calender	Hose Gasket/ Spirial Specialist	GP009	Mill & Cal Operator #3
MLD Mill & Calender	Mill operator: Mill & Calender	GP007	Mill & Cal Operator #1
MLD Mill & Calender	Mobile Person : Mill & Cal/Spirial	GP009	eliminated
MLD Misc Finishing	Finisher/Inspector	GP003	Press Operator/Trimmer
MLD Misc Finishing	Pangborn Operator: Misc Finishing	GP009	Press Operator/Trimmer
MLD Misc Finishing	Utility Operator: Gate Valves	GP008	same
MLD Misc Finishing	Mobile: Misc Finishing	GP009	Mobile: Press Room
MLD Misc Finishing	Sprayer: Gate Valves	GP006	same
MLD Misc Finishing	Finisher: Misc Molded Rubber Products	GP004	Press Operator/Trimmer
MLD Press Room	S/U/P: McNeil/Hyd Press	GP009	Attendant/Mold Cleaner/Set Up Person
MLD Press Room	Press Operator/Trimmer	GP009	same

Bu Name	Job Title	Grade	Classification as of 2/2/05
MLD Press Room	Hydraulic Mechanical Press Operator	GP008	Press Operator/Trimmer
MLD Press Room	Press Service Attendant	GP009	Attendant/Mold Cleaner/Set Up Person
MLD Press Room	Mobile Person : Press Room	GP010	same
MLD Press Room	Shipper: Press Room	GP006	same
MLD Press Room	Attendant/Mold Cleaner/Set Up Person	GP010	same
MLD Press Room	Robas/ Wood Press Operator	GP009	same
MLD Press Room	Robas Press Operator	GP009	Robas/ Wood Press Operator
MLD Press Room	Wood Press Operator	GP009	Robas/ Wood Press Operator
MLD Press Room	Mold Cleaner/ Handler	GP007	Attendant/Mold Cleaner/Set Up Person
MLD Tubing	Barwell Extruder Operator	GP007	Tubing Tech - Extruder
MLD Tubing	Mill Operator: Tubing	GP007	Tubing Tech : Gasket Maker / Mill
MLD Tubing	Mobile Person : Rubber Mfg	GP009	Tubing Tech : Gasket Maker / Mill
MLD Tubing	Tubing Machine Assistant	GP005	Tubing Tech - Extruder
MLD Tubing	Tubing Machine Operator	GP007	Tubing Tech - Extruder
MLD Tubing	Tubing Tech – Extruder	GP009	same
MLD Tubing	Tubing Tech: White Room/Belt	GP009	same
MLD Tubing	Grinder Operator/gasket Maker/Blank Cutter	GP008	Tubing Tech : Gasket Maker / Mill
MLD Tubing	Tubing Tech : Gasket Maker / Mill	GP009	same
MLD Press Room	White Room Operator	GP009	Tubing Tech: White Room/Belt
RIM Rubber Injection Molding	Rubber Injection Mold Technician	GPSK6	same
SHT High Pressure Sheet	Compounder : HPS	GP008	Mixer/Compounder
SHT High Pressure Sheet	Grinder Operator	GP007	Gylon Tech: Compounder
SHT High Pressure Sheet	Mixer Operator	GP009	Mixer/Compounder
SHT High Pressure Sheet	60-120 Sheeter Operator	GP009	Sheeter Operator
SHT High Pressure Sheet	150 Sheeter Operator	GP009	Sheeter Operator
SHT High Pressure Sheet	Fork Truck Driver/ Sheet Finisher	GP010	same
SHT High Pressure Sheet	Fork Truck Driver	GP009	Fork Truck Driver/ Sheet Finisher
SHT High Pressure Sheet	HPS Sheeter Operator	GP009	same
SHT High Pressure Sheet	Mixer/Compounder	GP010	same
SHT High Pressure Sheet	Mobile Person: HPS	GP010	same
SHT High Pressure Sheet	Operations Technician	GPSK4	same
SHT High Pressure Sheet	Sheet Finisher/ Cutter Sorter	GP009	Fork Truck Driver/ Sheet Finisher

9.7- REHIRED/RECALL --

A. When there is a need to increase the size of the working force, employees laid off shall first be offered employment in the order of their seniority for work they are qualified to do at the prevailing rates for such work. The notice of recall shall be sent by U.S. Mail (Certified), messenger or phone to the employee's last known address. It shall be the responsibility of each employee to notify the Human Resources Department immediately of any change of address or telephone number.

1. A Human Resources representative along with the Chief Union Steward will be part of the team that contacts the employee.
2. The Chief Union Steward will receive any written information as to the type of notification and date sent and/or given to the employee.
3. Once employee receives notification, he/she will have up to three (3) days, excluding Saturdays, Sundays, and recognized holidays to respond to Human Resources. Failure to notify the Company within the three (3) days will result in loss of seniority and deemed a voluntary quit.
4. If no response is received from the employee after notification as specified in #3, the employee will be considered a voluntary quit and will be removed from the recall list.
5. An employee who turns a position down will, except as otherwise provided for skilled trades under Article 9, be considered a voluntary quit and the NYS Unemployment Office will be notified of their termination from the recall list.
6. An employee who is unable to accept a recall to a position due to health related work restrictions will continue to be on the recall list for the period defined under the current bargaining agreement. The employee shall not be notified for recall to a position inconsistent with the work restrictions until the employee provides to the Company authorized medical documentation that the restrictions have changed.
7. The Company will furnish an up to date recall list to the Chief Union Steward on a monthly basis or as requested.

B. Any person employed from the recall list will not be eligible for change of job for a period of sixty (60) calendar days, unless it is to the last classification held at time of lay off to the street.

C. An employee, who, due to the exercise of bumping rights, has been reclassified and/or transferred, but not laid off, shall have the option of returning to the last job held by him/her prior to the exercise of such rights if an opening occurs thereon within a period of one-hundred and eighty (180) days from date of reclassification provided that he is the only employee so affected. If more than one employee is involved, the more senior will be offered the first such opportunity.

D. Any employee having less than six (6) months of active service at the time of layoff shall remain on the recall list and accrue seniority rights equal to the amount of time on the active payroll.

Any employee having six (6) months but less than five (5) years of service at the time of layoff and who, within one (1) year from date of layoff, is rehired in accordance with the above procedure shall be granted accrued seniority up to and including the first year of layoff.

E. Any employee having five (5) years or more of service at time of layoff and who, within two (2) years from date of layoff is rehired in accordance with the above procedure shall be granted accrued seniority up to and including the second year of layoff. No employee shall accrue seniority for that period of layoff which is in excess of two (2) years.

F. In the event that the employee is not recalled to work within the time limits specified in D and E above, it is understood that they shall lose their seniority and, if subsequently rehired, their status shall be that of a new employee.

G. Employees on layoff from skilled trades classifications will be given the option of returning to non-skilled trades classifications or remaining on the recall list pending an opening in their trade

H. Furloughs

If a reduction of force is necessary, the Company may offer Union members a furlough up to sixty (60) calendar days as an alternative to Article 9.6 of the collective bargaining agreement. The decision to implement a furlough will be at the sole discretion of the Company by classification(s). The Chief Union Steward shall be notified of the classification(s) to be offered the furlough. The following conditions must apply for a furlough to take place:

- a) Furlough shall be offered by shift, by classification and seniority shall prevail so long as the remaining employees have skills necessary to perform the necessary work without any additional training.
- b) The Company will post a notice requesting names of individuals (by shift, by classification) interested in participating in the furlough.
- c) The Company will not contest unemployment for those individuals participating in the furlough.
- d) Employees who participate in the furlough will be committed to taking that furlough for up to sixty (60) calendar days. However, the Company reserves the right to recall any employee on furlough status at any time during the furlough period should the needs of business change. The Company, along with the Chief Union Steward, will first recall employees needed to perform the work required by classification, by shift. If the most senior employee refuses, the next senior employees will be offered the opportunity and so on, until reaching the least senior employee(s), whom must accept recall. Employees who elect a furlough shall be recalled to his/her classification and shift at the end of the furlough period.
- e) The jobs of employees taking the furlough will not be posted. The Company will utilize Article 9.5 to fulfill production requirements.
- f) Employees will be allowed to continue medical insurance, dental insurance, long term disability, and any other related benefits so long as they pay their portion of the monthly premiums for each of the above named benefits. If an employee fails to pay their monthly payment, benefits will be terminated.
- g) If a permanent reduction in force is to take place, the employees on the furlough shall be recalled prior to the reduction in force.

10. GRIEVANCE PROCEDURE – ARBITRATION

10.1 -- DEFINITION -- A grievance is a complaint or controversy in which it is claimed the Company or the Union has failed to comply with an obligation assumed under the terms of the Agreement.

10.2 -- The Company and the Union recognize that grievances should be settled promptly and agree that each will endeavor to present all the facts relating to the grievance at the first step in the grievance procedure.

10.3 -- Any grievance which an employee or the Company has shall be taken up with an appropriate official of the other party normally within ten (10) working days of its known occurrence or be conclusively considered waived.

10.4 -- The Union shall designate to the Company the names of those employees who are authorized to represent the Union in the handling of grievances. The representative will give reasonable notice to his immediate supervisor prior to leaving his place of work for the purpose of investigating a grievance and will inform him as to his destination. He shall also report his presence to the supervisor of other units affected by the grievance.

10.5 -- HANDLING OF GRIEVANCES -- The steps in the grievance procedure shall be as follows:

STEP 1 --Any employee having a grievance under the terms of this Agreement shall first take the grievance up with the supervisor involved, together with the steward.

STEP 2 --Failing to settle such grievance, the supervisor shall contact the Human Resources Department and request that a meeting be arranged. Such a meeting shall be held within two (2) working days and be attended by the department Steward and Chief Steward and the Divisional President's representatives. Whenever a grievance reaches Step 2, it will be put in writing and signed by the employee or Steward for presentation to the Divisional President's representatives and in answering the grievance, the Divisional President's representatives will likewise answer in writing.

STEP 3 --If the grievance is not settled in Step 2, a Step 3 meeting will be scheduled within ten (10) working days of the written Step 2 answer, unless mutually agreed upon otherwise. The Step 3 meeting will include the Grievance Committee, Chief Steward, International representative(s) and the management representatives. In Step 3 the management's answer will also be in writing. The meeting will be held at a time which is mutually agreeable to both parties. The supervisor and the employee involved may be included when their presence will aid in a better understanding of the grievance. If a group grievance, one employee will be designated to represent the group.

The grieved party, Union, or management will give its answers at Steps 2 and 3 within five (5) working days.

The Company will pay the Union elective and/or appointive officials for time spent at all steps of the grievance procedure.

10.6 -- Company grievances will be presented in writing to the Union's Chief Steward as per Step 3. The meeting shall be held at a time which is mutually agreeable to both parties.

10.7 -- If the Company or the Union as the party answering the grievance fails to give its written answer within the time limits provided in this Article, the grievance will be appealed immediately to the next step of the grievance procedure unless mutually agreed otherwise. If the Company or the Union as the grieving party fails to proceed with the appropriate appeal within the time limits provided for in this Article, the grievance will be deemed to have been withdrawn with prejudice unless mutually agreed otherwise.

10.8 -- Controversies may arise of a nature so general as to directly affect all or a major portion of the employees in the plant. It is agreed that issues of this nature need not be subject to the entire grievance procedure but may be initiated by either party at a step, prior to arbitration, deemed appropriate.

10.9 -- ARBITRATION -- In the event that the grievance is not settled in accordance with the above procedure, either party may, submit the dispute to arbitration. Arbitration submittals must be made within thirty (30) calendar days of the final Step 3 answer. Failure to submit the grievance to arbitration within the thirty (30) calendar day timeframe will mean that the grievance will be deemed denied and the Step 3 answer will be deemed accepted by the grieving party. Such dispute shall be submitted in writing and a copy furnished to the other party simultaneously.

10.10 -- In the event that it becomes necessary to submit a grievance to arbitration, the parties shall request that the Federal Mediation and Conciliation Service or other arbitration referral service as the parties may mutually agree submit a panel of names for selection. Both parties agree to abide by the established policies, functions, and procedures of the appropriate arbitration authority.

10.11 -- On the date and at the time set by the impartial arbitrator, the parties shall appear in an agreed upon location and present a statement of the issues involved, either in writing or orally as each party may desire.

10.12 -- The impartial arbitrator shall render a decision on every grievance submitted to him within thirty (30) days from date of hearing unless additional time is requested by him and mutually agreed to by the Company and the Union.

10.13 -- The decision of the impartial arbitrator shall be final and binding upon both parties and shall be complied with within five (5) working days unless mutually agreed otherwise. If such decision directs a retroactive wage payment, the Company will make such payment within ten (10) days of decision rendered.

10.14 -- The impartial arbitrator shall not have the power to make any award changing or amending, or adding to, the provisions of the Agreement.

10.15 -- Each party shall bear its own expense, and the compensation and expenses, if any, of the impartial arbitrator shall be shared equally by the Company and the Union. If both parties mutually agree on the presence of a court stenographer, the costs thereof shall be shared equally.

10.16 -- **WAGE LEVELS** -- Wage levels, as set forth in Appendices C, D, and E are fixed by this contract and shall not be subject to arbitration.

11. DISCIPLINARY ACTION

11.1 -- Copies of existing plant rules and regulations governing the conduct of employees during working hours and on Company premises, together with the progressive penalties attached to violations thereof, shall be posted to factory bulletin boards and made available to all employees.

No derogatory comments shall be entered to an employee's file unless the employee has been personally disciplined and a warning slip issued to him by his immediate supervisor. When the employee's steward is readily available, the warning slip shall be issued in the presence of the steward. Infractions of plant rules must be addressed within three (3) working days whenever possible.

A. Warnings pertaining to the following serious violations will remain active for a period of three (3) years:

Possession and/or consumption of alcohol and/or drugs on the Company property. Being under the influence of alcohol and/or drugs on Company property or reporting to work under the influence of alcohol and/or drugs.

Possession of weapons on company property.

Threatening, harassing, intimidating, coercing or interfering with supervision or other employees.

All other Warnings will remain active for a one (1) year period.

B. In the event that an employee is to be reprimanded for a matter likely to result in time off or discharge, the employee's Steward and the Union's Chief Steward will be notified, and the employee will be given the option of having Union representation present during the ensuing discussion. The Chief Steward shall be immediately advised as to the action taken in disciplinary cases.

C. No employee shall be discharged except for good cause shown.

D. Excepting employees who are in probationary status, the discharge of or the taking of disciplinary action against any employee shall be subject to the grievance procedure.

E. As a result of the disciplinary procedure, an employee who is placed on suspension must take the time off within five (5) working days or the suspension automatically reverts to an administrative suspension.

11.2 -- Should there be any dispute between the Company and the Union concerning the application of 11.1 above, such dispute shall be adjusted in accordance with the grievance and arbitration provisions of this Agreement

12. JOB BIDDING

12.1 -- JOB OPENINGS -- When a job becomes open within a unit, the opening, if unfilled through procedures outlined in Article 9, Section 9.4, C, or in Section 9.7, C of this Agreement, will be offered by means of a plant wide job bid "once during a forty-five (45) day period" to employees who believe they are qualified to perform the work, provided:

A. That the job is one to which employees are assigned who are subject to the terms of this Agreement, and

B. That the job opening is not of a temporary nature. The term "temporary" as used herein shall mean a job of thirty (30) calendar days or less duration except for openings resulting from disability leave or personal leave which openings may be operated on a temporary basis for a period in excess of thirty (30) calendar days. Unless there is mutual agreement of the Company and the Union, a job of more than thirty (30) calendar days will be considered permanent.

C. That the job does not become open as a result of a reduction in the working force in which case it will not be subject to the provisions of this section, and

D. That the job or a substantial portion of it is not being performed on a continuing basis by an employee assigned to another classification.

12.2 -- JOB OPENING NOTICES -- Notice of job opening will be made by means of a form titled "Job Opening Notices". The "Job Opening Notice" will describe fully the job conditions and shall specify the unit in which the vacancy exists. It shall bear the signature of the supervisor at interest and be posted on the bulletin boards for a period of two (2) full scheduled working days. Job Opening Notices shall be posted so that not more than a one (1) hour variance in posting time shall occur throughout the plant. A copy of the "Job Opening Notice" shall be forwarded to the Union's Chief Steward at the time of posting. Employees who desired to be considered for the job will sign in the space provided on the form except that employees whose job classification is the same as that of the job being bid will not be eligible to sign. Stewards may sign for employees absent during the period of posting who may have indicated an interest in the job being bid.

12.3 -- SELECTION -- From the names thus submitted on the "Job Opening Notice" the senior, qualified employee(s) will be selected and the Chief Steward will be notified of the selection. If, after consideration of all names submitted on the Job Opening Notice, the company believes that none of the bidders is qualified to fill the job opening, the Chief Steward will be notified. When the senior employee is not selected for a job on which they have bid, the employee will be notified as to the reason(s), if requested. The employee so selected shall be transferred to the job not later than fifteen (15) working days from the date employee accepts the job effective on the Monday morning next following, and seniority shall accumulate from that date. If an extension has been sought and mutually agreed upon for a longer period, the employee affected will receive the higher rate of pay (if applicable), for this period.

"Qualified" for purposes of this article will mean the following:

The bidder is physically qualified to perform the job where it does not violate any state and/or federal regulations and does not have 30 or more points under the Attendance policy.

The signing of a job bid by an employee shall be considered as constituting acceptance on their part if they are qualified as a successful bidder. An employee shall have answered any questions they may have concerning the subject job prior to signing of the bid. Any investigation of the job will be done on an unpaid basis and not during regular scheduled working hours.

It shall be at the Company's option as to whether or not a bid will be accepted by an employee with six (6) months or less of service after completion of probationary period.

12.4 -- Plant Wide -- Blue Bid Job (only); In the event that the job is filled by a successful bidder, the names of all bidders will be kept on the active file for a period of forty-five (45) working days (excluding holidays) from date of posting. Should a job opening be filled and within forty-five (45) days an opening occurs in the same job classification on the same shift, the Company can use the original bid sheet. Should a job opening be filled and within forty-five (45) days an opening occurs in the same job classification on another shift, the Company shall post in accordance with Article 12.

12.5 -- JOB VACATED BY BIDDING -- Job openings resulting from selecting an employee to fill a bid job will be filled in accordance with the following:

A. Notice that an opening exists will be posted in the unit involved for a period of one (1) full scheduled working day. Employees of that unit who believe that they are qualified to perform the job and who wish to be considered must sign the opening notice during the period of posting.

B. If a job opening is not filled in accordance with 'A' above, it will then be offered on a plant wide bid in accordance with Article 12 of the labor agreement.

12.6 -- LIMITATION IN FREQUENCY OF BIDDING --

A. Employees shall be permitted two bids in any 12 month period.

B. If an employee accepts a job bid, but prior to his actual transfer to the job, declines to accept the transfer, such will, for the purposes of the provisions set forth in this section, count as a successful job bid.

C. An employee who accepts a job in a new classification as a result of having signed a unit bid shall have such counted as a job bid for purposes of the application of the provisions set forth in this section

12.7 -- TEMPORARY ASSIGNMENT TO BIDDED JOB -- Until the job opening is filled as outlined in this article, the supervisor may place any employee on this job temporarily.

When the employee(s) who is filling a bid job on a temporary basis elects to sign the job bid, experience gained by the employee while on such temporary assignment will not be used to judge his qualifications as compared to those of other bid signers.

Experience gained while filling a temporary job will not be counted in judging an employee's qualifications for future job bidding selections.

12.8 -- After "Job Opening Notices" have been removed from the bulletin boards and have served their purpose, they shall be forwarded to the Human Resources Department where they will be kept on file for a period of twelve (12) months from date of issue.

12.9 -- TRIAL PERIOD FOR SUCCESSFUL BIDDER -- The successful bidder will be reviewed every five (5) working days during their first 120 hours for jobs with an experience factor of 2 or lower and first 360 hours for jobs with an experience factor of 3 or higher which will include the skilled trades classifications. If the successful bidder cannot perform the bid job after a reasonable trial period not to exceed one-hundred and twenty (120) hours worked for jobs with an experience factor of 2 or lower and three hundred and sixty (360) hours for jobs with an experience factor of 3 or higher, he/she will be removed from the job and returned to their former job which will have been staffed on a temporary basis.

An employee who elects to return to their former job may do so within ten (10) working days, but their original bid will remain valid with respect to the application of Section 12.6, "Limitation in Frequency of Bidding". The Steward at interest and the Chief Steward shall be promptly notified of the employee's return to their former job.

12.10 -- PLANTWIDE BIDDING -- Under the terms of this article job bidding will be conducted on a plant wide basis.

12.11 -- Whenever a job has been posted for bid and the bid is then cancelled, notice of such cancellation shall be posted to all bulletin boards.

12.12 -- SPECIAL RULES FOR CERTAIN VACANCIES -- When filling vacancies in any classification utilizing a line concept (e.g. Press Operator/Finisher; Fabricator Finisher: Stamping classification in Kloxure; and Quality Control Technician), the procedure will be as follows:

- First, a lateral move will be offered by seniority to employees within the affected classification on the same shift the opening occurs;
- Then, a shift promotion will be offered by seniority to employees on other shifts within the same classification;
- Then, a unit bid will be posted, if applicable, in accordance with the general provisions of this Article; and
- Finally, a plant-wide bid will be posted in accordance with the provisions of this Article.

12.13 - JOB BIDDING WHILE ON MEDICAL LEAVE - When a person bids on a job, knowing that they will be unavailable to accept the job award immediately due to impending disability, the job will be held open for up to one week. During that period, the Company may use any contractual means to fill the position. If at the end of the one-week period the successful bidder is not available; the position may be filled by the next appropriate bidder from the original bid. Until that subsequent award, the Company can continue to fill the position as it deems appropriate under the labor contract.

13. HOURS OF WORK AND OVERTIME

13.1 -- STANDARD WORKWEEK -- The normal manufacturing workweek shall consist of five 8-hour days, Monday through Friday, with the exception of the third shift which shall commence at 10:00 P.M. on Sunday. The normal payroll week shall consist of seven consecutive days beginning Monday and ending the following Sunday, with the exception of third shift, which shall commence at 10:00PM on Sunday.

13.2 -- THE STANDARD WORKDAY -- The overall standard workday shall consist of eight (8) hours. The workday shall start at 6:00 A.M. and end at 6:00 A.M. the following day.

13.3 -- STANDARD SHIFTS --

A. The standard working hours for any operation which is on a three-shift basis shall be as follows:

Shift 1 - 6:00 A.M. to 2:00 P.M.
Shift 2 - 2:00 P.M. to 10:00 P.M.
Shift 3 - 10:00 P.M. to 6:00 A.M.

Employees working on a continuous three-shift basis will be paid a 20 minute lunch period and will continue to work to the end of their shift or until relieved by the operator scheduled for the succeeding shift. The Company maintains the option to stagger the 20 minute paid lunch periods and to provide relief operations in order to keep production on a continuing basis. Throughout the work shift, except the 20-minute paid lunch period, the individual employee is to keep his operation in continuous production.

B. Employees working on a three shift basis will be paid a twenty (20) minute lunch period.

C. The standard working hours for any operation which is on a two-shift basis shall be as follows:

Shift 1 - 6:00 A.M. to 2:30 P.M. - 1/2 hr. unpaid lunch
Shift 2 - 2:30 P.M. to 11:00 P.M. or 2PM to 10:30 PM or 10 PM to 6:30 AM
1/2 hr. unpaid lunch

Any changes to the Shift 2 hours of work will be processed with one week's prior notice to the affected employees of the change of hours.

D. The standard working hours for any operation which is on a one-shift basis shall be as follows:

7:30 A.M. to 4:00 P.M. - 1/2 hr. unpaid lunch

Alternative working hours for any individual Distribution Material Coordinator may be as follows:

Shift 1:

6:00 A.M. to 2:30 P.M. - 1/2 hr. unpaid lunch

7:30 A.M. to 4:00 P.M. - 1/2 hr. unpaid lunch

8:30 A.M. to 5:00 P.M. - 1/2 hr. unpaid lunch

9:30 A.M. to 6:00 P.M. - 1/2 hr. unpaid lunch

10:30 A.M. to 7:00 P.M. - 1/2 hr. unpaid lunch

13.4 -- STAGGERED SHIFTS -- It is recognized that hours of work and shifts other than those listed above prevail in the Plant Engineering Department where certain employees are required to perform their work during hours that vary from regular shifts. The employees required to perform this type of work are classified as: Engineer: Powerhouse

The workweek for such Plant Engineering Dept. employees shall start as of 12:00 Midnight on Sunday and shall end at 12:00 Midnight the following Sunday. The workweek shall consist of forty hours of any assigned five eight-hour days in the workweek. The workday shall be considered a 24-hour period commencing with the start of the employee's full scheduled shift and shall consist of eight (8) hours. The shift hours of employees assigned to the occupation listed above shall be:

12:00 A.M.	to	8:00 A.M.
8:00 A.M.	to	4:00 P.M.
4:00 P.M.	to	12:00 A.M.

The hours of work for employees assigned as night janitors shall be as follows:

2:30 P.M.	to	11:00 P.M. - 1/2 hr. unpaid lunch
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13.5 -- SWING SHIFTS -- The Company shall have the right to establish swing shifts in any operation wherein production demands exceed the capacity of standard shifts. The Company agrees to meet with the Union and to negotiate the details of such a program including the procedures to insure the orderly transition from standard shifts to swing shifts and the reverse thereof.

13.6 -- CHANGES IN WORKING HOURS -- It is recognized and agreed that operational requirements in terms of production cycles may from time to time necessitate minor changes in shift starting and stopping times for certain classifications of employees. Any change in shift hours or in lunch and rest periods, as set forth in this Agreement, shall be negotiated between the Company and the Union.

The Company may adjust start times up to two (2) hours earlier than standard working hours for the following classification: Compounder/Mixer, Service Attendant/Mold Clean/Set Up, Assembler/Shipper, Injection Mold Technician, Gylon Technician, Parts Fabricator/Finisher: Rubber Products, Split Klosure Finisher and Machine Center Technician. Notice of no less than two (2) weeks prior to the change will be made to the Union and the employees in the affected classifications. No more than four (4) employees, at any given time, from each of the previously mentioned classifications will be assigned to early starting time working hours. No employee will be required to change starting times under this Article more than two (2) times per calendar year.

By mutual agreement between the Company and the Union, the standard working hours of a department may be changed upon request of a majority of the employees in such department and/or classification. It is understood that the Company maintains the prerogative to revert to any standard shifts at any time it deems necessary with prior notification to the Union of at least five (5) working days.

13.7 MAKE – UP TIME- Employees who miss time as a result of their continued education under the Company's tuition reimbursement program may be allowed to make up to a maximum of four (4) hours in one (1) week period with the prior supervisor approval. Missed time must be made up within the same work week (Monday through Friday) that the time is missed.

13.8- LUNCH PERIODS -- Lunch periods for the various shifts will be uniformly scheduled to the extent that orderly operations are assured.

13.9 -- OVERTIME --

A. Work performed in excess of eight (8) hours in one (1) day or forty (40) hours (five 8-hour days) in one (1) week shall be considered overtime and paid for at time and one-half. When six (6) consecutive days are worked in the workweek, work performed on the sixth (6th) day which is in excess for forty-eight (48) hours for the week and eight (8) hours for the day shall be paid for at double time. Any work performed on Sunday which is in excess of forty (40) hours for the week shall be paid for at double time provided the employee has worked the full schedule of hours available to them on the preceding Saturday. Employees who are called in for emergency work on Sunday shall be paid for at double time for hours in excess of forty (40) for the week.

Sunday overtime premium (double time) will apply to all employees who work between the hours of 6:00 AM Sunday to 6:00 AM Monday with exceptions being:

Sunday for the third shift manufacturing employees will be from 10:00 PM Saturday evening to 10:00 PM Sunday evening

Sunday for the Plant Engineering employees as specified in article 13.4 will be from 12:00 Midnight Saturday night through 12:00 Midnight Sunday night (or 11:30 PM to 11:30 PM respectively).

B. An employee will be paid time and one-half for Saturday work provided he/she has worked a full forty (40) hours (five 8-hour days) during the subject week. If the employee has been absent or tardy for any reason from their regular schedule during the week, he/she will be paid at straight time for Saturday work equal to the number of hours for which they were absent prior to Saturday.

The only exception to the above will be:

1. If an employee is authorized to substitute a vacation day for their absence that vacation day will be considered as a day worked for overtime computation purposes as outlined in Paragraph 15.3, sub- paragraph B.

2. In the event a snow emergency is declared by the Division President and the employee loses time from his/her regularly scheduled shift, the time lost shall not be deducted when calculating weekly overtime

3. Authorized paid leave of absences defined under 17.2 of this Agreement shall be considered as hours worked for the purpose of determining Saturday overtime under this subsection B.

4. Absence due to a compensable injury for balance of workday on which injury occurs and up to one (1) additional day in the workweek shall be considered as hours worked for the purpose of Saturday overtime.

C. The Company will give notice of daily overtime as far in advance as practicable, and to the extent possible will give notice of week-end overtime by the end of the shift on Wednesday. The Company will give consideration to any reasonable request of an employee to be excused from overtime work.

D. An employee shall not be mandated to work a combined total of more than six (6) scheduled work days and overtime days during the normal workweek.

13.10 -- PREFERENCE FOR OVERTIME WORK -- In selecting employees to be offered overtime work, consideration will be given to the seniority of employees classified on the job requiring overtime, on a rotational basis. When distributing overtime work, the supervisor shall comply with the overtime guidelines and keep the steward informed.

Employees may elect not to work optional overtime and not jeopardize future turns by seniority. Copies of overtime authorization forms shall be posted in the unit in which the overtime is to be worked.

OVERTIME DISTRIBUTION GUIDELINES

All overtime opportunities will be offered in the following manner:

- 1) First, to those classified on the job in order of seniority
- 2) Second, to any individual not holding the classification who has performed the job for 8 hours on the same day where the overtime is required,
- 3) Third, to a Mobile Person,
- 4) Fourth, to any individual not holding the classification who is performing the job at the time, and
- 5) Fifth, equitably among those employees in the affected unit who have the ability to perform the available work without training.

* Exceptions to the above are:

* Press Operator/Finisher

* Press/ Extruder Operator/ Finisher

- 1) First, to the Press Operator/Finisher, Press/ Extruder Operator/ Finisher assigned to the line.
- 2) Second, to the Press Operator/Finisher, Press/ Extruder Operator/ Finisher who is currently running the line,
- 3) Third, to the next Press Operator/Finisher, Press/ Extruder Operator/ Finisher in the seniority rotation who is qualified to operate the line,
- 4) Fourth, to a Mobile Person, and
- 5) Fifth, equitably among those employees in the affected unit who have the ability to perform the available work without training.

* Parts Fabricator/Finisher: Stamping –

- 1) First, to the employee classified on the job and assigned to the center,
- 2) Second, to other employees in the same classification in any other center,
- 3) Third, to any individual not holding the classification who has performed the job for 8 hours on the same day where the overtime is required,
- 4) Fourth, to a Mobile Person,
- 5) Fifth, to any individual not holding the classification who is performing the job at the time, and
- 6) Sixth, equitably among those employees in the affected unit who have the ability to perform the available work without training .

* Tubing Technicians-

- 1) First, to those employees assigned to the line where the work is to be performed,
- 2) Second, to those employees who are qualified in the entire minor per the training matrix in order of seniority,
- 3) Third, to those employees qualified in the task per the training matrix where the work is to be performed in order of seniority.

* Quality Control Technicians –

- 1) First, to the Quality Control Technician assigned to the line
- 2) Second, to the Quality Control Technician who is currently running the line
- 3) Third, to the Quality Control Technician in the seniority rotation who is qualified to run the line

To ensure that overtime is being distributed appropriately, it is required that the supervisor and department steward (or available Union representative) work together to assure the overtime offers are completed. There are two types of overtime offers listed below in A and B:

- A. In the event of an overtime offer to the whole classification (Blanket Offer) the communication of the offer will occur at the start – up meeting (beginning of the shift). Employees who wish to work overtime will put their names on the sign-up sheet. The sign-up sheet will be posted on the Unit Bulletin Board. The overtime sign-up sheet will come down 2 hours prior to the end of the shift. The overtime sign-up sheet will be reviewed, signed/initialed by the Supervisor and the appropriate Union Steward

- B. In the event of an overtime an offer to a portion of a classification, the Supervisor and the appropriate Union Steward together will review and offer the necessary overtime. This will be recorded on the overtime sign-up sheet and signed/initialed by the Supervisor and the appropriate Union Steward.

Once the overtime sign-up sheets are completed and signed, the Supervisor shall post the overtime sign-up sheet on the Union Bulletin Board.

Employees can't work overtime in another classification/ department if they have turned down overtime in their own classification/department.

In the event that there is a valid complaint from a bypassed individual and communication did occur as stated above, the overtime will be equalized through subsequent overtime offerings.

If the required communication did not occur and it is found that the overtime guidelines were not followed, the remedy to a bypassed individual will be by form of payment.

13.11 MULTIPLE SHIFTS –

A. When overtime work becomes necessary on multiple shifts, the overtime shall be scheduled in such a manner that the employee(s) involved will divide the required overtime hours as equitably as possible between them. The overtime shall be worked either preceding or following the normal shift. In the event that continuing Saturday overtime is required on one shift only, the shifts involved shall work on alternate Saturdays.

B. In the event that overtime is offered due to the need to fill vacancies as a result of absences, any disparity in equalization between shifts within a classification will not be grieved. The intent of the parties is, however, to continue equalize overtime opportunities within a classification on the same shift. In all other cases, Articles 13.9 and 13.10 A shall apply.

13.12 If, during a workweek which is shortened by reason of lack of work, employees are called in to work on Saturday or Sunday, payment of such hours worked shall be at the rate of time and one-half for Saturday and double time for Sunday.

13.13 REST TIME --

A. Employees assigned to eight (8) hour shifts, with no paid lunch periods, shall be entitled to one ten (10) minute paid rest period during the first half of their shift and to one ten (10) minute paid rest period during the second half of their shift. Such rest periods shall be taken at midpoint in the first and second halves provided that this does not adversely affect operations. Employees assigned to production operations which do not lend themselves to predetermined rest periods shall take their breaks as close to mid-point as is practical. All eight (8) hour shifts with a paid lunch period shall be entitled to one ten (10) minute paid rest period and one five (5) paid minute rest period.

13.14 NO PAY NO POINTS

1. If determined by the Company that there is little or no work available or needed in a particular classification on any particular day, the Company will ask the affected employee(s) in order of seniority of his/her interest in volunteering to cease work for the remainder of the day, or if notified prior to the commencement of the shift that day, the full day.
2. In instances where a line concept is in place it shall be offered by line assignment.
3. Under this provision any such time not worked shall be taken without pay, and without penalty under the Absenteeism Policy and the provisions of Article 14.10 will not apply for employees volunteering under this provision.
4. It is further understood that the hours not worked under this provision will count towards hours worked for the purposes of calculating overtime under Article 13 of the CBA.

14. WAGES

14.1 -- The following appendices shall be made a part of this Agreement and attached hereto:

Appendix C - Straight Time Wage Schedule

Appendix D - Incentive Wage Schedule

Appendix E - Skilled Trades Wage Schedule

14.2 -- It is understood and agreed upon between the Company and the Union that a fair day's work for a fair day's pay shall be the governing factor underlying this article. It is further agreed that in determining what is a fair day's work, past levels of performance shall not be a controlling factor.

14.3 -- JOB EVALUATION --

A. Hourly-paid jobs have been analyzed, evaluated and classified into various job grades. The point values assigned to each job as a result of the evaluation determine the job grade into which the job will fall. The Company and the Union agree to meet twice per year to review and update a list of current job classifications.

B. Prior to any job evaluation, the Union's Chief Job Evaluation Representative shall be notified and the Steward at interest shall be kept informed as to the progress and result of the evaluation.

C. Job Evaluation Requests submitted to the Human Resources Department will be processed within a four week time period for semi-skilled classification from date of submission except where unusual conditions exist. In cases where an extension is required, an agreement between Company and Union will be consummated outlining approximate of definite dates.

D. The Company and the Union have agreed to use the job evaluation manual dated 2013 for the purposes of evaluating hourly semi-skilled classifications.

E. The Parties agree the following shall be the procedure followed when evaluating a job:

1. When a change to job content occurs, a new position is created, or upon employee request, the Joint Job Evaluation Committee will meet to review such changes. All requests must be submitted in writing, with dates and appropriate signatures.

2. If a job evaluation is deemed appropriate, the evaluation will be scheduled within a four (4) week period from date of submission for semi-skilled classification.

3. The Committee will jointly review the job on the manufacturing floor and have discussions with relevant parties. (i.e. Supervisor, employees, etc.)

4. After reviewing the job, the Committee will jointly meet and individually fill out Job Evaluation Form. Once the form is completed, the Committee members will discuss their individual ratings.

5. Once all four Committee members reach agreement, the Committee will publish a Job Evaluation Memo for distribution to area Supervisor, Manager, Union Employee(s) involved; an updated Job Description will be attached.

6. The action of the Committee will be final and binding on both parties, and will be subject to arbitration only in those instances where the Committee is unable to reach an agreement. Should the Committee not reach agreement, the Company will complete the job analysis and establish a temporary labor grade.

7. Upon completion of the job analysis, the Union shall be provided with a copy thereof and shall have thirty (30) days from date of issue to file a grievance with regard to the evaluation.

F. Grievances involving job evaluation shall be processed in accordance with the following procedure:

1. Per Step 1 of the regular grievance procedure.
2. Failing to settle such grievance, the supervisor shall contact the Human Resources Department and request that a meeting be arranged. Such a meeting shall be held within two (2) working days and be attended by the employee, Chief Steward, department Steward, Chief Job Evaluation Representative for the Union, and the supervisor, Superintendent at interest and Representative of the Human Resources Department in charge of Job Evaluation. When such a grievance reaches Step 2, it shall be put in writing and signed by the employee for presentation to the Division President's Representative and in answering the grievance, the Company Representative selected will likewise answer in writing. If a group grievance is involved, one employee shall be selected to represent the group.
3. In the event that the grievance is not settled as provided for in Step 2, it shall within five (5) working days be referred to a Job Evaluation Committee made up of two Company Representatives and two Union Representatives. The Committee shall render its decision within one week unless an extension in time is requested by the Committee. The action of the Committee will be final and binding on both parties and will be subject to arbitration only in those instances wherein the Committee is unable to reach an agreement.

G. Grievances involving job evaluation, which are settled in favor of the employee, will not be subject to retro-active wage payments except in accordance with the following:

1. New and/or revised job evaluations (exclusive of factor modification adjustments) grieved within the time limits set forth in Paragraph C above. Retroactivity is to be limited to the date of installation and such payments will be made only to those employees classified on the job.
2. Established job evaluations grieved on the basis of changes in job content and not to exceed two (2) such grievance submissions per week. Retroactivity is to be limited to the payroll week in which the grievance is submitted, and such payments will be made only to those employees classified on the job.

H. The Company agrees to periodically review the job classification in effect as well as to promptly analyze such newly established jobs as may from time to time develop. It shall be the responsibility of supervision to immediately notify the Human Resources Department of all changes that may affect the classification of jobs.

14.4 -- RATE CHANGES DUE TO JOB EVALUATION --

A. When a job is upgraded, the employee's rate will be moved to the same step in the new grade provided the rate is within the rate range for the job, and he/she will retain the same review date.

B. When a job is downgraded, the employee's rate will be maintained, if it falls on a step of the new job grade, or raised to the next appropriate step of the new job grade. Rates which fall outside the range of the new job grade will be handled in accordance with the following:

1. Downgrading which results from actual changes in job requirements will result in the employee's rate being adjusted to the maximum of the new job grade provided that the evaluation is timely in terms of the changes which have taken place in job requirements. Such a re-evaluation shall be considered timely provided that it reflects changes that have occurred in job requirements within a sixty (60) day period prior to the effective date of the evaluation.

2. Downgrading after February 4, 1984 which results from the correction of obvious errors made in previous evaluation or from reflecting changes in job requirements which occurred more than sixty (60) days prior to the effective date of the evaluation, will result in the employee's rate being red circled for a period of one year, provided they remain classified on the job to which assigned at the time the red circle rate was established. Should the employee's classification change, their rate shall be adjusted so that it is within the applicable rate range of the wage schedule covering the job to which reclassified. Should the employee, at the discretion of the Company, be returned to their former job within sixty (60) days from date of change of classification, the red circle rate will be restored.

C. If a job evaluation initiated by the Company yields a reduction to the current labor grade, an incumbent employee will be red-circled at his/her current rate as long as he/she remains in the classification. Employees entering the job will receive the new lower established rate

D. If an employee requests an evaluation and an evaluation is done, all employees affected will be placed in the new labor grade within the appropriate progression. No one will be red circled if a down grade results.

14.5 -- IN-RANGE PROGRESSION --

A. All in-range progression is based on individual merit. In-range progression increases may be awarded only in those instances wherein the employee is performing their job in a satisfactory manner.

B. Special merit increases may be granted to an employee within the rate range for the job on which the employee is classified. Special merit increases may be awarded only in those instances wherein the employee's performance on the job is outstanding.

C. In instances wherein an employee's performance is not satisfactory a warning to improve performance shall be given to such an employee in the presence of his Steward at least three weeks prior to the date of the next scheduled increase. At least one week prior to the date of the next scheduled increase, the employee shall be advised, in the presence of his Steward, as to whether or not such an increase is to be scheduled. In instances wherein an employee's scheduled increase is held up for reason of lack of merit, their performance shall be reviewed again within thirty (30) days from the date for which originally scheduled.

D. Rate changes and scheduled merit increases will take effect the Monday following their approval.

14.6 -- RECLASSIFICATION ADJUSTMENTS -- When an employee is reclassified to a job which is higher or lower rated or is covered by a different wage schedule, his/her hourly base rate shall be adjusted so that it is within the applicable rate range of the wage schedule covering the job to which reclassified.

A. When an employee is involuntarily reclassified in accordance with the terms of Section 9.6, to a job which is a lower job grade, his/her hourly base rate will be adjusted as follows:

If the job was previously held by the employee within the last three (3) years, he/she shall be placed no lower than the last position held in the wage progression schedule.

14.7 -- RED CIRCLE RATES -- Both parties to this Agreement recognize that red circle rates exist as of the date of signing. For employees red circled prior to February 4, 1984 their rates will be maintained so long as the employee remains classified on the job to which assigned at the time the red circle rate was established. Should the employee's classification change, his/her rate shall be adjusted so that it is within the applicable rate range of the wage schedule covering the job to which reclassified. Should the employee, at the discretion of the Company, be returned to this former job within sixty (60) days from date of change of classification, the red circle rate will be restored.

14.8 -- SHIFT PREMIUMS -- Hourly-paid employees who are assigned to other than recognized day shifts will be entitled to receive premium compensation in addition to their current hourly base rates as follows:

Premium Compensation

February 8, 2016

\$1.10 per hour

Employees assigned to shifts which normally start at 6:00 A.M. or at 7:30 A.M. and who are asked to report to work at 5:00 A.M. or prior thereto shall be paid the shift premium for each hour worked in advance of their normal starting time. Employees affected by odd shift assignments as provided for in Section 13.6 shall receive the premium according to the regular shift.

14.9 -- EMERGENCY WORK --

A. Any employee called in for emergency work after completing his regularly scheduled hours of work in the same workday or the same workweek shall be paid a minimum of four hours time.

The respective overtime pay rates provided in Article 13, Section 13.8, shall apply, depending upon hours previously worked in the same workday or workweek. Pay for emergency work on one of the holidays specified in Article 16 shall be computed at double time plus holiday pay.

B. Emergency work shall not be deemed to include work performed in excess of eight (8) hours per day or forty (40) hours per week in performance of the employee's usual duties except where the employee is called in without prior notice after completing their regularly scheduled hours of work in the same workday or workweek or on one of the specified holidays.

C. An employee who is called in for work within their specific classification may be assigned additional work during that call-in for their classification and it shall be included as part of the initial call-in.

14.10 -- REPORTING PAY -- An employee reporting for work at their regular starting time but for whom no work is available in their regular classification will be offered a minimum of four (4) hours work, or at the option of the Company, four (4) hours pay, provided that the employee has not been previously notified that regularly scheduled work will not be available. The above provisions will not apply when the conditions responsible for the curtailment and/or elimination of work are due to an emergency created by an Act of God, failure of electric power or other acts beyond human control.

14.11 -- WORKING GROUP LEADERS --

A. A Working Group Leader shall be paid a premium based on the job grade into which his/her classification falls in accordance with the following:

Effective February 10, 2014

<u>Job Grade</u>	<u>Hourly Premium</u>
All grades	\$1.00

B. A Working Group Leader's responsibilities shall be limited to the group to which they are assigned. They shall not take disciplinary action toward employees in the group nor shall they recommend disciplinary action to supervision.

C. In appointing a Working Group Leader, the Company will select the most senior employee in the group who has the ability to perform the operation and to organize and direct the group.

D. In the event that an employee's services are no longer required as a Working Group Leader, their rate shall be adjusted accordingly.

14.12 – EXPANSION JOINT WELDING

The Company and the Union are the parties to this agreement for establishing welding rates for the employees classified as Expansion Joint Builders and who obtain certification (MIG & TIG) to perform Boiler Vessel welding.

- A. Employees will be paid an additional \$.75/hour for all hours worked for maintaining one certification
- B. Employees will be paid an additional \$1.50/hour for all hours worked for maintaining both certifications as indicated in the first paragraph.
- C. Should an employee's certification expire, they will revert back to either their evaluated job rate or their established red-circle rate whichever rate was established prior to obtaining their certification.
- D. Any employee classified as an Expansion Joint Builder who is not currently certified may attempt to become certified through a pre-screening process one time per year in order of seniority at the Company's expense.
- E. Employees who meet the minimum qualifications of the pre-screen test will be afforded the opportunity to certify in the MIG/TIG once per year at the Company's expense.
- F. The Company reserves the right to establish the number of Expansion Joint Builders to be certified. The Company will allow all employees currently classified as Expansion Joint Builders the opportunity to take the pre-screen test by June 1, 2003.

15. VACATIONS

15.1 -- COVERAGE -- The vacation payments provisions specified below apply to all hourly employees covered by this Agreement except part-time employees, but including probationary employees.

15.2 -- ELIGIBILITY AND LENGTH OF VACATION -- Any employee covered by these provisions who, as of January 1 in any year, has completed the prior continuous employment specified below shall be entitled to a vacation with pay as indicated:

- A. Employees with ninety days (90) but less than two (2) years -- one (1) weeks vacation time off with pay equal forty (40) hours times the regular straight time hourly rate (OSR) for the employee's current job classification.
- B. Employees with two (2) years but less than eight (8) years -- two (2) weeks vacation time off with pay equal eighty (80) hours times the regular straight time hourly rate (OSR) for the employee's current job classification.
- C. Employees with eight (8) years but less than fifteen (15) years -- three (3) weeks vacation time off with pay equal one hundred and twenty (120) hours times the regular straight time hourly rate (OSR) for the employee's current job classification.
- D. Employees with fifteen (15) years but less than twenty-five (25) years -- four (4) weeks vacation time off with pay equal to one hundred and sixty (160) hours times the regular straight time hourly rate (OSR) for the employee's current job classification.
- E. Employees with twenty-five (25) years or more -- five (5) weeks vacation time off with pay equal two hundred (200) hours times the regular straight time hourly rate (OSR) for the employee's current job classification.
- F. Eligibility for additional weeks of vacation shall be established as the employee's anniversary date. Vacation may not be taken before it is earned.
- G. For calendar years 2017, 2018, 2019, 2020 employees with greater than ninety (90) days of service will be eligible for two (2) additional vacation days off, per year, with pay equal to eight (8) hours times their regular straight time hourly rate for each employee's current job classification for each day. These days are in addition to those provided for in Article 15.2 (A-F)
- H. The Union and the Company agree that the intent of Article 15, Section 15.2 is that vacation hours will be paid at the established red circle rate for those employees who are covered under the letter of agreement " Terms & Conditions for the Company Buyout of Incentive Pay" signed February 9, 2017

15.3 -- VACATION SCHEDULE --

- A. Vacation scheduling year shall be from January 1, through December 31.
- B. Vacation schedules for each year will be set up in accordance with the following procedures.
 - 1. The supervisor at interest shall have each of the eligible employees enter his/her vacation preference by February 1st on vacation request form.
 - 2. The supervisor will then complete the schedule for his employees by assigning vacation time to each employee, giving consideration to individual preferences in order of seniority insofar as possible, but without impairing the effectiveness of the operations for which he/she is responsible. A written confirmation will be provided to the employees.
- C. After completion of Step B, all vacation requests submitted will be considered on a first-come, first-serve basis.
- D. Employees shall have up to fifteen (15) days of their vacation entitlement on a daily basis (i.e. one day, two days, etc., at a time) including up to 50 % of their vacation entitlement up to a maximum of ten (10) days in one-half day increments and one (1) day in two (2) hour increments. Notice shall be given to the supervisor at least fifteen (15) days prior to the planned vacation. Requests within the fifteen (15) day scheduling period may be considered when production schedules permit. The 15-day notice will be waived when vacation days or partial days are substituted for illness or emergencies. This vacation time will be counted as time worked for overtime computation purposes
- E. ***Call – In Vacation - Call- in vacation is defined as the utilization of the same day vacation call-ins without receiving points. Eligibility for call – in vacation days is determined by the employee point level on January 1 by the following table:***

<i>Point Level on January 1</i>	<i>Number of Call-in vacation days employee is eligible for</i>
<i>0-25 Points</i>	<i>5 Days</i>
<i>30-35 Points</i>	<i>4 Days</i>
<i>40-45 Points</i>	<i>3 Days</i>
<i>50-55 Points</i>	<i>2 Days</i>
<i>60-65 Points</i>	<i>1 Day</i>

An employee who has more than 25 points on January 1 will have the opportunity once in a calendar year to earn one (1) additional call – in vacation day, if the employee's January 1 point level is reduce by 10 or more points. Beginning 2018 employees who are eligible for call-in days per the table above will be allowed to use up to 3 of their call – in days during the 1st quarter.

15.4 -- ACCUMULATION OF VACATION TIME NOT PERMITTED -- For vacation purposes, each calendar year will be considered separately, and unused vacation time may not be carried forward to a subsequent year. Employees may receive unused vacation pay for up to forty (40) hours of unused vacation time with the last pay date in each calendar year and any remaining unused vacation at the end of the calendar year will be lost (except as provided in Article 18.4).

Employees with anniversary dates of November 15 or later who become eligible for an additional week of vacation will have that additional week paid in lieu of time off unless production schedules permit the time to be taken.

15.5 -- PLANT SHUTDOWN --

The Company reserves the right to close the Plant or portions thereof for two (2) periods of up to one week for each portion in the years this contract is in effect and insist that vacations in affected departments will be taken during the shutdown or reduced activity period. The Company will make every reasonable effort to determine which units would be affected by a shutdown or partial operations. The Company will notify the Union no later than thirty (30) days immediately prior to the date on which the shutdown(s) are planned to occur. Vacations for the affected departments will be scheduled with the employees, giving consideration to individual preferences, in order of seniority insofar as possible without impairing the effectiveness of the operations affected.

Employees who have no vacation entitlement or have less vacation than the shutdown period, shall be considered on layoff status during the period involved unless other work is available.

Employees eligible for vacation pay shall receive the full amount to which entitled on the pay day prior to the start of plant shutdown.

15.6 - COMPANY INITIATED NO PAY/ NO POINTS - In the event that an entire classification (or line within a classification) is not needed due to lack of work or production scheduling needs as determined by the Company, with 5 days prior notice to the Union, the Company may schedule employees in that classification or line within a classification time off and require the use of vacation or unpaid time off (with no points under the absenteeism policy) for a period of up to 2 days.

This provision may be used by the Company no more than 3 times per year for any classification or line within the classification.

If employees notified under this provision desire to work during the scheduled down time for their classification or line within the classification, the Company will look for loan-out or 5 G opportunities, but this is not guaranteed.

15.7 -- VACATION PAY --

A. Vacation time off will be counted as hours worked for purposes of computing any overtime due during a week in which a vacation is taken and work is also performed.

B. Vacation Pay in Lieu of Vacation – An employee may be given consideration to receive vacation pay in lieu of actual time off only when emergency conditions exist. The Human Resources department will be responsible for the review and approval of these requests.

C. Employees who are eligible for vacation pay and as a result of an injury compensable under workers compensation law did not complete a full twelve months of work in the previous calendar year, will be credited for forty hours times their regular rate for all compensable weeks absent.

15.8 -- SEPARATION AND LAYOFF --

A. Employees separated from payroll will receive pay for unused vacation based on eligibility at time of separation.

B. Employees will receive pay for any unused vacation based on eligibility at time of lay-off or retirement.

C. Such vacation money as is due to employees being separated from the Company will be paid when the employee receives his/her final wages, or at the option of the Company, a check in the amount due may be mailed to him/her within fifteen (15) days of separation.

15.9 -- SPECIAL CASES AND TRANSFERS --

A. Any employee transferred from a job not covered by this Agreement will receive vacation time off and pay in accordance with his status as of January 1 in any year.

B. In the event of the death of an employee, any vacation pay for which they may be eligible shall be paid directly to the person(s) legally entitled to receive it.

15.10 - VACATION PURCHASE PROGRAM –

All employees covered under this agreement are eligible to participate in the Company Vacation Purchase Program beginning January 1, 2018 under the same terms and conditions as the program is made available to the salaried employees. If available, the first enrollment window would be during the 4th quarter of 2017 for the 2018 plan year. All matters involving the operation and administration of the benefit will be determined by and rest solely with the Company.

16. HOLIDAY PAY

16.1 -- COVERAGE -- The holiday payments provisions specified below apply to all hourly paid employees covered by this Agreement excepting part-time employees, but including probationary employees.

16.2 -- RECOGNIZED HOLIDAYS --

The following are recognized as holidays:

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Friday following Thanksgiving
Fourth of July	Christmas Day
Christmas Eve	New Year's Eve

When any of the above mentioned holidays falls on Sunday, the following Monday will be considered a recognized holiday. When any of the above-mentioned holidays falls on Saturday, the preceding Friday will be considered a recognized holiday.

16.3 -- WORK ON RECOGNIZED HOLIDAYS -- Except for certain maintenance employees necessary to safeguard Company property, the Company will not normally schedule work on any of the above named holidays. The Company reserves the right, however, to operate on such holidays on a full or partial schedule on a voluntary basis.

A. Employees assigned to work schedules which vary slightly from regular shift starting and stopping times will be treated as though assigned to the regular shift for purposes of applying the holiday provisions of Article 16, Paragraph 5.

16.4 -- ELIGIBILITY TO RECEIVE HOLIDAY PAY -- Employees covered by this Agreement will receive holiday pay for regular hours of work. Such holiday time-off hours shall be considered as hours worked in computing any overtime due for the week, i.e., overtime pay shall be paid for hours worked during the week in excess of the difference between forty and the number of hours on which holiday pay is based. Eligibility to receive holiday pay shall be based on the following:

A. An employee must work their last scheduled day preceding the holiday and first scheduled day following the holiday to be eligible for the holiday pay, unless any such absence is: scheduled vacation, approved leave of absence with pay covered under Article 17.2, excused at the supervisor discretion, or applicable law .

B. An employee who performs less than eight (8) hours work during a week in which a holiday falls, will not be eligible for pay for that holiday.

C. An employee who reports for work, becomes ill, and is sent home by the Company, will be considered to have fulfilled 16.4 A. However, this consideration may only apply once every twelve (12) months.

D. Exceptions to the foregoing may be made when special conditions warrant.

E. The employee must be actively on the payroll as of the date that the recognized holiday is observed in order to qualify for holiday pay in accordance with the above.

F. When an active, non-probationary employee is laid off due to lack of work during the month of December, the employee shall remain eligible for all remaining holidays occurring in that calendar year that they qualify for under 16.2.

G. In the event that an employee misses either their last day scheduled preceding or their first scheduled day following a multiple holiday period, only one holiday is lost for pay purposes. If the employee misses both their last scheduled day preceding and first scheduled day following the multiple holiday period, they would lose pay for that multiple holiday period.

16.5 -- HOLIDAY PAY -- Employees covered by this Agreement will receive holiday pay in accordance with the following:

- A. Payment for an unworked holiday will be determined by multiplying the regular hours of work which would otherwise have been scheduled by the hourly rate then in effect including shift premium, if any.
- B. An employee who works on a recognized holiday will receive pay at time and one-half, and in addition, the holiday pay provided for in Paragraph A.
- C. An employee taking a scheduled vacation within which a recognized holiday falls and such holiday would not have been worked in any event will not be charged the holiday as a day's vacation and may either receive holiday pay as provided herein or may add one additional day to his scheduled vacation. If the holiday falls during an employee's scheduled vacation time off, the extra day's vacation may be taken on either of the regularly scheduled days of work immediately preceding or following the scheduled vacation time, except that a holiday falling during the plant shutdown shall be taken at the Company's discretion.
- D. An employee who is assigned to an occupation which regularly requires attendance on other than normal days of work and whose regular day off falls on a recognized holiday will receive no holiday pay as such for this day, but the following scheduled work day will be considered as the holiday. Compensation will be paid at time and one-half for all work performed on this day and in addition, holiday pay will be granted.

16.6 -- FULL DAY ABSENCES -- Absence due to a death in the immediate family or one of the relatives-in-law named in Article 17, Section 2, Paragraph A, shall be considered an excusable reason for not working the required one eight (8) hour day during a week in which a holiday falls. Employees on leave of absence due to an occupational injury suffered while in the employ of the Company shall be entitled to pay for recognized holidays which fall during the first twenty-six weeks of such absence. Absence for these reasons shall not prevent an employee from receiving holiday pay, except that he shall not receive both holiday pay and leave of absence pay as defined in Article 17, Section 2, for the same day, and in this event, he/she will receive the higher of the two.

16.7 -- SHIFT WORKERS -- For the purpose of holiday pay, an employee working on a shift extending from one calendar workday over to the next will be considered as having worked his regular shift hours on the day on which his shift starts. Accordingly, work performed on a regular shift commencing on the night before a holiday but extending into the holiday will not be considered holiday work in whole or in part, but a shift starting on the holiday and extending into the day following will be considered holiday work in its entirety.

17. LEAVE OF ABSENCE

17.1 -- WITHOUT PAY -- A request from an employee for a leave of absence without pay will be considered on the basis of the reason for the request, the employee's length of service, his performance record and the production requirements of his department.

- A. Such leave, when granted, shall not exceed thirty (30) days, but may be renewed at the discretion of the Company upon written request from the employee. After twelve continuous months' leave for reasons of health, an employee will be separated from the Company's payroll. He/she will be credited with seniority up to the date of separation. While the Company shall not be obligated to rehire an employee following such separation, if it does so within the time limit for crediting seniority under Article 9, Section 9.7, Paragraphs D and E, he/she shall be reinstated with previous seniority restored.
- B. An employee who is known to be ill or injured and unable to make request for leave in person may be granted sick leave in accordance with Paragraph A above.
- C. In all cases of disability compensable under a New York State Disability and Pension Law, disability leave will be granted automatically for a maximum period of fifty-two (52) weeks. Extension beyond this time may be granted by agreement between the Company and the Union, depending upon the circumstances in a particular case. Upon the termination of the disability leave, the employee will be reinstated with no loss of seniority.
- D. A leave of absence will be granted in accordance with the terms and provisions of the Family and Medical Leave Act whenever a member of the immediate family suffers from a serious illness. Death in the family pay (see 17.2) will be granted to the employee provided the disabled family member becomes deceased during the aforementioned period of leave.

The FMLA policy allows for a leave of absence for the care of one's own medical condition and for the birth/adoption of a child as well; in these cases, an employee is required to use their vacation time commensurate with the leave of absence (in the event that disability insurance does not apply). In instances where the leave of absence is to care for an immediate family member, the employee is not required to use vacation time; however, they can elect to use available vacation time as a source of income during the leave of absence period.

E. Any leave of absence granted under the foregoing sub-sections is subject to the following conditions:

- 1. An employee who fails to report to work at the end of a scheduled leave-of-absence will be considered as having voluntarily quit.
- 2. An employee on leave who otherwise would have been subject to a lay-off during the period of leave shall be considered as having been at work for the purpose of applying both the lay-off and rehiring provisions of Article 9; such employees must, therefore, wait until called back to work according to seniority.
- 3. If the request is for reasons of health, the Human Resources Department may refer the employee to the Medical Section before a leave is granted. At the expiration of a leave for reasons of health, the employee must arrange through the Human Resources Department for a physical examination by the Medical Section before returning to work.
- 4. Request for leave of over one week must have the approval of the employee's supervisor, and a Human Resources Management Representative. Whenever possible, each employee shall visit the Human Resources Department before starting a leave in order that he/she may have explained the conditions under which the leave is granted and to make arrangements for such leave.
- 5. A leave without pay for one week or less may be granted by an employee's supervisor providing the reason for the request warrants such action. In all such cases, however, the supervisor will notify the Human Resources Department in writing as to the length of and reason for the leave.

6. If an employee is found to have accepted any kind of employment while on leave, except with the written consent of the Company, he/she will be considered as having voluntarily quit.

7. Any employee elected business representative of the Union will be granted leave of absence without pay for the duration of the term or terms of office.

F. Members of any area fire department who are in the employ of the Company and are fighting a working fire will be granted leave of absence for time spent that coincides with their standard hours of work.

17.2 -- WITH PAY -- Leave of absence with pay will be granted to employees for reasons enumerated below. Leave of absence pay will consist of hourly base rate, including incentive earnings and shift premiums, if any, for an employee's standard workday or forty (40) hours in the standard workweek. Where a leave of absence has been granted under any of the following subsections and all of the respective conditions have been filled, the time so lost will be counted as time worked in computing any overtime due.

A. All employees covered by this agreement shall, in the event of a death in immediate family, such as spouse, father, step father, mother, step mother, brother, step brother, sister, step sister, son, step son, daughter, step daughter, son-in-law, daughter-in-law, father-in-law or mother-in-law, grandparent, grandchild, significant other, be granted up to three (3) working days off not to extend past the day after the funeral. Additional time off may be granted with Supervisor approval not to exceed a total of (5) five working days.

An employee who suffers the death of his sister-in-law, brother-in-law, aunt, uncle niece, nephew will receive leave of absence pay for the full day of the funeral, if attended, and shall not report for their regular shift on that day.

B. When an employee is called for jury service, he/she will be compensated from the start of their shift through the end of shift or when released by the court, whichever is earlier. The employee will be compensated beyond the release time if they return to work within two (2) hours. No payment for jury service will exceed eight (8) hours. It will be the responsibility of the employee to present the Human Resources Department with the record of release time from the court. The employee must notify his supervisor immediately upon receipt of summons for jury service.

Any employee assigned to a shift commencing between 2:00 P.M. and 6:00 P.M. will not be expected to report for work when the daily hours of jury service exceed four (4). In such case, the employee will receive pay for eight (8) hours.

Any employee assigned to a shift commencing between 6:00 P.M. and 6:00 A.M., by mutual agreement between the employee and their supervisor, will determine the authorized shift absence to be paid.

Employees choosing not to return to work on the same day from jury service will not be disciplined for their absence.

C. A member of a State or National Guard Unit or member of the Armed Forces Reserve in the employ of the Company called for the annual field training period or for special short periods of emergency service, will be compensated by the Company in an amount equal to the difference between his/her pay as a Guardsman or Reservist and the amount he/she would have received for standard hours of work during such military leave. It will be the responsibility of each employee affected to present the Human Resources Department with a record of the time spent and compensation received while serving for special short periods, in an emergency period, or the annual field training period. The employee shall notify his supervisor immediately upon receipt of notice to report for any of the above assignments.

D. Members of the Palmyra Fire Department who are in the employ of the Company will be granted leave of absence with pay for the reasons given below:

1. To combat fires within the village limits of Palmyra. An employee will be paid for the time thus spent that coincides with their standard hours of work.

2. To combat fires outside the village limits of Palmyra providing they were asked to leave their job by the Fire Chief. An employee will be paid for the time thus spent that coincides with their standard hours of work.

3. To attend one firemen's convention each year. The particular convention to be attended will be determined by the Palmyra Fire Department. An employee who attends this convention as a Fire Department member will be paid for standard hours of work normally scheduled for the one day on which the convention falls.

4. The Chief of the Palmyra Fire Department will provide the Human Resources Department with names of employees who, on each occasion, serve with the Fire Department as specified above. In the case of the Firemen's Convention, the Fire Chief will inform the Human Resources Department of employees who will attend the convention sufficiently in advance of the convention so that adequate preparations can be made to replace employees during the one day's absence.

5. In addition to the above, employees who are members of any area fire department which has been called upon to fight fires within the village limits of Palmyra will be paid for time lost from standard hours of work.

E. The Company will cooperate with the American Legion and Veterans of Foreign Wars by granting leaves of absence with full pay to certain employees who are members of these organizations. Leave of absence pay will not exceed four (4) hours and may be less if the hours of work overlap. Requests for service for functions described below will be made in writing by Post Commanders to the Human Resources Management Representative. Members of those organizations covered by this section are members of the Color Guard, Firing Squad, Fife and Drum Corps, Pallbearers or Buglers in their respective posts, or members who by reason of their office are expected to take part in Veterans' Day functions.

F. In case of death of an employee, upon request from any member of the family to the Human Resources Department for a fellow worker to serve as pallbearer during the funeral, such employee will receive up to four (4) hours' pay.

G. The Company will maintain a program of blood donations whereby its employees may donate blood to fellow employees or the immediate family of fellow employees. Employees who donate blood will be paid for the time lost from their standard hours of work while performing this service.

H. Time allowed to employees for purposes of voting shall be in accordance with Section 226 of the Election Law.

I. Whenever an employee is ordered to report for an armed forces physical examination as a prelude to induction, he/she will be paid up to eight (8) hours at their regular hourly rate for the time thus spent that coincides with their regular hours of work.

18. SUPPLEMENTAL COMPENSATION: ILLNESS & INJURY PAY

18.1 -- Whenever an employee is injured in the Company's employ and it is necessary for him/her to seek outside medical care, he/she shall be paid up to eight (8) hours at their regular hourly rate provided the time thus spent coincides with their regular hours of work.

All subsequent medical appointments and independent medical examinations will be scheduled through the company Medical Department by the Occupational Health Coordinator. Appointments will be scheduled outside the employee's working hours, unless the Medical Department is unable to do so. In the event that the appointment coincides with working hours, the employee will be paid up to four (4) hours at his/her regular rate. Employees will not be paid for time missed from work for any appointments scheduled directly by them.

18.2 -- Whenever an employee is injured in the Company's employ and is subsequently required to attend a compensation hearing called for the purpose of reviewing the injury, he/she shall be paid up to four (4) hours at his/her regular rate provided the time thus spent coincides with their regular hours of work. Documentation of the hearing must be provided to the Medical Department. This article refers to hearings only and not to medical examinations, independent medical examinations, or follow-up appointments that are scheduled as described in 18.1.

To assure appropriate application of 18.1 and 18.2, employees should provide copies of any notices they receive from the Worker's Compensation Board to the Medical Department.

18.3 -- ACCIDENT AND SICKNESS --The Accident and Sickness benefits for non-work related illness and injury will be a maximum of four hundred and fifty (450) dollars per week, subject to the provisions in the Master Plan document. For additional information, see plan document.

Effective 1/1/2018 , the Accident and Sickness benefits for non- work related illness or injury will be a maximum of five hundred (\$500) dollars per week, subject to the provisions in the Master Plan document. For additional information, see plan document.

18.4 -- Employees on disability or workers compensation for 30 consecutive days or more during the year, and who are unable to return to work by the end of the calendar year, or who return from leave on or after November 15th and cannot reasonably schedule their vacation during the remainder of the year due to production schedules, will be paid for all unused vacation time.

19. SAFETY, HEALTH AND WELFARE

19.1 -- A Joint Safety Committee comprised of an equal number of Union and Company representatives will be available to handle and investigate complaints regarding unsafe and unsanitary conditions, and make necessary recommendations to resolve complaints. It is also the responsibility of this Joint safety Committee to conduct monthly safety audits of the plant to identify and evaluate safety issues and develop a plan to collectively correct these issues. The Joint Safety Committee will also identify safety training to be conducted based upon its knowledge of the plant and work force.

Employees are expected to obey all safety rules and perform their jobs in a safe manner. Employees are encouraged to report any unsafe conditions or work practices to their supervisor or Joint Committee so that alternative, safer methods can be evaluated. Employees are expected to report all work injuries to the supervisor immediately.

SAFETY IS EVERYONE'S RESPONSIBILITY AT GARLOCK SEALING TECHNOLOGIES.

19.2 -- Protective devices such as respirators, goggles, safety glasses, welding hoods, welding glasses, helmets, special gloves, other safety equipment and mechanical safeguards necessary to protect the employees from injury shall be provided by the Company at no cost to the employees in accordance with usual standards of safety and health. The Company will pay 100% of the cost of prescription lenses for an initial pair of safety glasses with basic frames with side shields. Examination, any acceptable lens tinting, or desired frames other than basic selection is at employees' cost. A subsequent pair of glasses would be reimbursed, as previously noted, if the prescription should change. The Company requires the wearing of safety shoes by subsidizing the cost of one pair of shoes per year not to exceed \$125.00 unless medical issues or other unique circumstances arise, which will be evaluated upon request. Such devices and apparel shall be used by employees at all times and in all places specified by the Safety Committee.

19.3 -- EMPLOYEE ASSISTANCE PROGRAM -- The Company and Union jointly recognize the need for a program to enable an employee who may have problems/conditions affecting his/her life/job to seek professional treatment. That it is in the best interest of the employee, Company and Union, the employee be given the opportunity to treat these conditions/problems controlled under the existing collective bargaining agreement through an Employee Assistance Program.

20. SEVERANCE PAY

20.1 -- Permanent Shutdown - Employees directly affected by a permanent shut-down of the plant or a major department therein shall be eligible for severance pay in accordance with this Article. In the event of a permanent shutdown of a major department, employees directly affected shall choose either to accept severance pay or exercise their bumping rights within three(3) days of written notice from the Company to the Union of the permanent shutdown of the major department.

Employees laid off from the plant as a result of bumping arising from a permanent shutdown of a major department will be placed on the recall list for up to ninety (90) days. If not recalled after ninety (90) days, the employees may choose to take severance pay or remain on the recall list in accordance with provisions in this Agreement. Employees who choose to remain on the recall list after the ninety (90) days shall no longer be eligible for severance pay. Refusal to return to work after being recalled during or after the ninety (90) day period shall eliminate eligibility for severance pay. After an employee is recalled and returns to work, the/ employee shall not be eligible for severance pay unless the employee becomes eligible under this Article as a result of a subsequent permanent shut-down of the plant or a major department.

Major departments are defined for the purposes of this Article as Klozures, High Pressure Sheet, Gylon, Maintenance, Press Room, Rubber Products, Hydraulic Components, Expansion Joints, Cut Gasket, Tool Room, and Shipping.

Severance pay will be paid to eligible employees according to the following schedule based on seniority at time of shutdown:

2 years	- 2 weeks pay
3-5 years	- 3 weeks pay
6-15 years	- 6 weeks pay
16-24 years	- 7 weeks pay
25 years and over	- 8 weeks pay

Acceptance of severance pay by an eligible employee shall terminate seniority with the Company.

21. SUBCONTRACTING

The parties agree that they wish to build a relationship based upon open communication and trust, including in regard to those issues involving subcontractors performing work normally done by bargaining unit employees located at the Palmyra plant.

The Company will not hire subcontractors to perform work normally performed by bargaining unit employees unless;

1. An emergency occurs such as power failure, critical equipment failure or some other event that makes it impossible to follow the terms of this letter without a substantial and detrimental impact on critical production needs.
2. Bargaining unit employees with appropriate skills are unavailable:
3. Necessary equipment is not reasonably or timely available or,
4. Bargaining unit employees would have to be diverted from other work in order to meet schedule and cost parameters.

Subcontracting shall not be used to erode the bargaining unit.

When the Company has determined to subcontract, the Union will be notified, except in emergencies, one (1) week in advance. For emergencies, the Company will notify the Union as soon as practicable. Once the Union is notified, a meeting with the Union President, Skilled Trades representative, and/or officially appointed designees of the Union will be convened to discuss the matter. The Company will explain the work to be subcontracted, the schedule needed, and the cost. If the Union, after discussion, can show that bargaining unit employees can perform the work meeting the necessary schedule and cost parameters, and according to (1),(2),(3) and (4) above, the bargaining unit shall perform the work. In such cases, the Union and the employees who perform the work will commit to completing the work on schedule and within cost parameters.

22. DURATION OF CONTRACT

22.1 -- This Agreement shall be effective as of 6:01 A.M. February 11, 2017 and shall remain in effect to 6:30 PM February 10, 2021, and each year thereafter unless written notice of change or changes desired is given ninety (90) days prior to the termination date or ninety (90) days prior to any subsequent anniversary date of this Agreement by either of the parties to this Agreement.

2.2 -- Conferences will begin thereafter at a time and place mutually agreeable to the parties but not later than twenty (20) working days before the termination date or twenty (20) working days before subsequent anniversary date of this Agreement. During such negotiations, this Agreement shall remain in full force and effect; provided, however, that if the negotiations should continue beyond the termination date or subsequent anniversary date, as the case may be, either party may then terminate this Agreement at any time upon ninety (90) days written notice to the other party.

23. NEGOTIATIONS FOR NEW CONTRACT

Negotiations for a new contract or revisions or amendments to the present contract shall be carried on by the Union Negotiating Committee and representatives designated by the Company which number shall not exceed the Union Representatives.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officers duly authorized thereunder effective at 6:01 A.M. on this 11th-day of February 2017 to become effective as herein provided.

FOR GARLOCK SEALING TECHNOLOGIES, L LC

/s/ Danielle Phillips
VP of Human Resources

/s/ Julia Graf
/s/ Bill Jerome
/s/ Tammy Rudy

**FOR THE INTERNATIONAL
ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS,
DISTRICT #65, LOCAL LODGE #588**

/s/ Ronald J. Warner
District Representative
IAM & AW

/s/ Ron Osborn
President

/s/ Kenneth Trask
/s / Josh Schuldt
/s/ Rich Culp
/s/ Penny Hayes
/s/ Lawrence Lorenzo
/s/ Pamela Batz

APPENDIX 'A'

MAINTENANCE SUPPORT

- The Maintenance organization's contribution to achieving maximum uptime and meeting critical projects challenges is vital to satisfying our customers' demands and ensuring our future success. Essential to the level of contribution possible is the amount of cooperation between Union and Company employees and our shared commitment to work effectively together and function as a team.
- To allow for the optimum utilization of our Skilled Trade Resources while still preserving the integrity and unique values associated with each trade, it is agreed and understood that through the life of this agreement any Skilled Trade employee may be assigned to assist another Skilled Trades person provided it is under the guidance of the primary trade involved in the work.

I. SKILLED TRADES JOB OPPORTUNITIES (excludes Production skilled paid jobs)

- The parties agree to the following with regard to the application of Article 12, Section 3 to the selection of employees for positions that are classified as Skilled Trades.

Step 1) Skilled jobs will be posted per the contract.

Step 2) All employees who are eligible for bidding will be considered for the position.

Eligible for bidding" means:

- a) Physically qualified to perform duties with no restrictions
 - b) Having no limitations on frequency of bidding per the contract
 - c) Not having 30 or more point under the Attendance Policy
 - d) Has not tested unsuccessfully at the same level or a lower level for any trade during the previous two (2) years unless employee has satisfactorily completed appropriate training or course studies prior to the administration of the next test
- Example: Employee tests for Journeyman Electrician and does not meet minimum qualifications, he/she may test for a lower level within that trade, but may not test for any other trade regardless of level posted unless he/she has completed appropriate training or course studies prior to the administration of the test for that trade.

Step 3) Minimum qualifications will be established by the Company for each skilled trades job. Tests will be established by the Company to determine minimum qualification standards. A joint Union/Company Committee will be established to administer the tests. Union members of this joint committee will be appointed by the Union President. If an employee returns to a previously held skilled trades position within a three (3) year period, no testing shall be required.

Step 4) Of the considered employees, the Company will select the most senior employee who has met the minimum qualifications per 3) above.

- The Company shall determine whether to post for a Journeyman position or other level for each particular trade.
- If no one in-house is qualified, the Company may recruit outside the Bargaining Unit for Skilled Trades jobs which was posted; however, such applicants will be held to the same criteria and testing parameters applied to in-house candidates.
- Movement to higher levels within the groups referenced below will occur in accordance with the individual's demonstration of the knowledge and skill:
 - 1) All skilled jobs in Tool Room from Trainee, SK-7, through Tool, Die and Mold Maker , SK A-1.
 - 2) All skilled jobs in the Plant Engineering Trade shops from Trainee, grade SK-7 to Journeyman, Grade SK-1. Employee progression to the higher levels is restricted to movements within their particular trade

- 3) Klosure Skilled Machine Center Tech SK-6, Machine Center Machinist SK-1, and Machine Center CNC Programmer Machinist SK-A1.

II. TRAINING

- The Company will offer credited Course Materials that are supported by the Joint Skilled Trades Committee to employees holding all levels of Skilled Trades classifications as well as to the general work force. Employees in the general work force, to be qualified for tuition assistance for Skilled Trades related courses, must formally indicate their intentions to pursue a Skilled Trades career at Garlock and meet with the Joint Skilled Trades Committee to receive information on criteria and testing parameters that apply to such opportunities. These courses, when completed with a satisfactory score, will be intended to afford all employees, holding the same Skilled Trades Classification, the opportunity to achieve optimum and similar levels of skill and for Skilled Trades employees seeking advancement as well as semi-skilled employees seeking opportunities in Skilled Trades, the preparatory skills and knowledge applicable to meeting criteria and test parameters for opportunities.

It is expected that all Skilled Trades employees in any one Skilled Trades classification will accept training and course studies necessary to equip them with the ability to repair and/or maintain new equipment or processes that typically fall within the scope and responsibility of their respective Skilled Trade. All Skilled Trades Classification employees will be eligible for tuition assistance for any credited Skilled Trades studies in or outside of their respective trade according to the tuition assistance guidelines.

III. JOINT SKILLED TRADE COMMITTEE

- A Joint Skilled Trades Committee will be established and will include equal numbers of Union Skilled Trades and Company employees, not to exceed four (4) people. The Union's Skilled Trades Representative will be a participant on this committee.
- The purpose of the Skilled Trades Committee will be to focus on the skilled trades' role in creating and penetrating new markets, while holding on to current ones, and effectively maintaining bargaining unit work through skill enhancement and job challenges.
- The Joint Skill Trades Committee will meet at least once per quarter not including the subcontracting meetings.
- Specific responsibilities of the Committee will include their support and participation in:
 - The establishment of minimum criteria and testing parameters to be used by the company to assess the qualifications of Skilled Trade Classification applicants.
- The administration of any testing programs adopted to qualify Maintenance Classification candidates.
- The active participation of Skilled Trades people in the planning, layout, and coordination of resources needed for the timely and cost-effective completion of work involving one or more of the skilled trades. This may include the consideration of subcontracting, consistent with our current Subcontracting Letter of Agreement(Article 21)
- The identification and support of opportunities for the skill enhancement of current and future skilled trades employees to maximize their contribution to productivity and morale.

The Company agrees that it will meet with the Union for the purpose of evaluating whether or not the need exist for establishing either a State, Federal or other type of Apprenticeship Program within six (6) months after ratification of the agreement.

APPENDIX 'B'
APPRENTICESHIP TRAINING PROGRAM
Standard Procedures
Revised 4/16/13

I. Purpose

The purpose of this program is to assist the future needs of the Company by providing the opportunity for employees to participate in an apprenticeship training program for specific trades. Each course of training is designed to provide, not only the development of skill through actual practice in the types of work encountered in the trades indicated, but also a working knowledge of the fundamentals through related classroom/course studies.

II. Administration of Apprenticeship Program

The Skilled Trade Council shall formulate and administer the policies of the Apprenticeship Program. The Council shall be composed of the following individuals:

1. Operation Manager
2. Human Resources Representative
3. Program Lead
4. Plant Maintenance Manager
5. Union Skilled Trades Representative
6. Three Representatives of the Union

The Council shall be the overall governing body which shall reconcile problems regarding wage schedules, changes in the program, maintenance of the program, and to which shall be referred questions that cannot be reconciled by the Trades Committees. Should the council be unable to reconcile such problems, the issue will be brought before the Union and Company Committee's for resolution.

Each Skilled Trade will have a Trade Committee composed of:

1. Supervisor
2. Union Skilled Trades Representative
3. Human Resources Representative
4. Representative from the highest classification of the trade involved

This Committee shall reconcile problems dealing with the personnel assignments, progress of apprentices.

Each apprentice will be assigned a mentor, this mentor will be chosen by the following specifications:

- Most senior employee in classification involved, that has the ability to perform the task
- Must be at the highest level in the progression of the trade involved for at least three (3) years
- Will provide hands-on training
- Will receive a stipend a \$1.50 per hr/stipend , while actively assisting in the training of an appointed apprentice (in the event that their services are no longer required as an active mentor, their rate will be adjusted accordingly)
- Will be responsible for completion of their portion of the monthly appraisals

The Mentor's responsibilities shall be limited to the apprentice to which they are assigned. They shall take no disciplinary action toward this apprentice nor shall they recommend disciplinary action to supervision.

III. Apprenticeship Trades

The Trades for which apprenticeship training courses that are currently authorized in the following areas:

- Maintenance Area:
 - Electrical
 - HVAC
 - Machining
 - Millwright
 - Pipefitting
 - Sheet metal
 - Welding
- Tool Room Area
- CNC Area

IV. Related Training

During the apprenticeship period, it will be necessary for the apprentice to become proficient in mathematics, mechanical drawing, and other technical information related to his/her future trade. Previous education and practical experience, will determine the courses the apprentice must take in addition to his/her training in their particular program.

All employees participating in the apprenticeship program will be eligible for tuition assistance for any credited Skilled Trade studies in or outside of their respective trade according to the tuition assistance guidelines. The employee will be eligible to participate in any tuition deferment policy available through MCC.

It will be required of all people participating in this apprenticeship program to spend time outside normal working hours in related classroom/course instruction. Time spent for this instruction will not be paid for.

V. Length of Training

The normal time required to complete the apprenticeship program will depend on the trade or skill involved. Not to exceed four (4) years or approximately 8000 hours, plus time spent in classroom/course instruction. Each trade will be reviewed by the Skilled Trade Council to determine specific training time. Should an employee wish to test out of a classification early, they will be required to test out through MCC at each classification level.

Movement to higher levels within in the progressions referenced below will occur in accordance with the individual's demonstration of knowledge and skill. Minimum qualifications will be established by the Company for each skilled trade position. Testing procedures will be established by the Company to determine if minimum qualification standards have been met. If an employee returns to a previously held skilled trades position within a three (3) year period, no testing shall be required. (as per appendix A , step 3 of current CBA.)

In the **Skilled Trades for Maintenance Area**, individual progress and classifications will be as follows:

Length of Time	Classification	Job Grade
1 year	Trainee	SK - 7
1 year	B	SK - 5
1 to 2 year(s)	A	SK - 3
Completion of Formal Training	Journeyman	SK - 1

In the **CNC Area**, the individual progress and classifications will be as follows:

Length of Time	Classification	Job Grade
1 year	Trainee	SK - 7
1 year	Machine Center Technician	SK - 6
1 year	CNC Machinist	SK - 1
Completion of Formal Training	CNC Programmer/Machinist	SK - A1

In the **Tool Room Area**, the individual progress and classification will be as follows:

Length of Time	Classification	Job Grade
1 year	Trainee	SK - 7
1 year	Machinist B	SK - 2
1 year	Machinist A	SK - 1
Completion of Formal Training	Journeyman Tool & Die Mold Maker	SK - A1

VI. Classification and Wage Payment

Each individual entering this apprenticeship program will receive the rate of pay assigned for the step in the progression at which they were hired (ex. Trainee, B, A, Journeyman). Subsequent periodic wage increases in accordance with the Company Wage Rate Schedule applicable to the skilled trades apprentices. Both the periodical wage increases and the continuation in the apprenticeship program are contingent upon satisfactory progress in both the job and the classroom/course trainings

- Individuals participating in the program may be subject to all shifts, dependent on their mentors assigned shift, seniority shall prevail in preference of shift selection.
- Mentor/apprentice assignments will be subject to standard bidding process (article 12 in current CBA)
- Any employee that elects to leave their current job to participate in the apprenticeship program shall have ten (10) working days to return to their former position.
- Each new participant in the program will be reviewed every five (5) working days during the first 360 hours. If the individual's performance is unsatisfactory after a trial period, not to exceed three hundred and sixty (360) -hours worked, he/she will be returned to their former position.

VII. Records and Progress Reports

The Human Resources Department maintains records of each individual as deemed necessary. These records include pertinent data and information as to background prior to employment, progress and work accomplished, ratings and comments by departmental supervision, rate history, related classroom work, course studies, unusual qualifications, etc.

At designated intervals each apprentice is appraised in respect to performance on the job and performance in classroom/course studies. Each apprentice is required to maintain satisfactory progress in both of segments of instruction during each of the rating periods. Such appraisals will be signed-off by both the apprentice's mentor and immediate supervisor. In the event that the progress of the individual is less than satisfactory in either segment, he/she will be placed on probation for the next rating period. If the performance of an individual remains unsatisfactory, the individual may be removed from the program.

Any individual removed from the program may be placed in an available position for which they are qualified or be placed on a recall list.

VIII. Tools

During the apprenticeship program the individual will be supplied tools; these tools remain the property of the Company. Upon completion of the program the individual will be expected to have their own set of tools necessary to perform their job. Tools needed for special assignments may be obtained from the stockroom and returned upon the completion of that assignment.

IX. Determination of Apprentice Quota

Once a year, the number of apprentices to be hired during the subsequent year will be determined by the Company, taking into consideration recommendations of the Skilled Trades Council. The actual number of apprentices to be trained for each trade is based on the best available information as to conditions that might affect the future operational requirements of the plant.

X. Responsibility for Training

It is the combined responsibility of the supervisor and the assigned mentor to insure each apprentice assigned to him/her is fully instructed in the various phases and fundamentals of that particular trade or skill in which they are training for.

The Human Resources Department is responsible for the necessary follow-up, in order to make certain that apprentices are allotted the time and opportunity for the types of work as outlined in the program.

XI. Union Responsibility

Union membership, regarding the apprentice, will coincide with that of all hourly employees, except for the layoff procedure. If a lay off is necessary in any of the skilled trades departments it shall be done per article 9.6 k in the current CBA.

APPENDIX 'C' **STRAIGHT TIME WAGE SCHEDULE**

Effective February 11, 2017
includes 2.5% increase

Job Grade		Rate	Minimum	3 months	3 months	3 months	3 months	3 months	3 months
17	(SK - 1 pay)	OSR	\$24.01	\$24.24	\$24.49	\$24.72	\$24.93	\$25.23	\$25.46
16	(SK - 2 pay)	OSR	\$20.77	\$20.92	\$21.19	\$21.43	\$21.71	\$21.97	\$22.22
15	(SK - 3 pay)	OSR	\$20.36	\$20.54	\$20.82	\$21.04	\$21.28	\$21.59	\$21.83
14	(SK - 4 pay)	OSR	\$19.73	\$19.98	\$20.17	\$20.43	\$20.75	\$20.91	\$21.26
13	(SK - 5 pay)	OSR	\$18.98	\$19.23	\$19.49	\$19.69	\$19.98	\$20.19	\$20.51
12	(SK - 6 pay)	OSR	\$18.29	\$18.53	\$18.75	\$18.99	\$19.24	\$19.54	\$19.80
11	(SK - 7 pay)	OSR	\$17.89	\$18.05	\$18.30	\$18.52	\$18.80	\$19.11	\$19.33
10		OSR	\$17.66	\$17.91	\$18.13	\$18.31	\$18.57	\$18.78	
9		OSR	\$17.38	\$17.56	\$17.76	\$17.99	\$18.20	\$18.41	
8		OSR	\$17.04	\$17.19	\$17.40	\$17.60	\$17.80	\$18.03	
7		OSR	\$16.66	\$16.86	\$17.06	\$17.24	\$17.50	\$17.69	
6		OSR	\$16.30	\$16.41	\$16.59	\$16.80	\$17.05	--	
5		OSR	\$15.81	\$15.95	\$16.14	\$16.31	\$16.53	--	
4		OSR	\$15.53	\$15.70	\$15.88	\$16.05	\$16.28	--	
3		OSR	\$15.21	\$15.33	\$15.53	\$15.71	\$15.93	--	
2		OSR	\$14.81	\$14.98	\$15.20	\$15.34	\$15.55	--	
1		OSR	\$14.51	\$14.71	\$14.84	\$15.03	\$15.25	--	

Effective February 12, 2018
includes 2 % increase

Job Grade		Rate	Minimum	3 months	3 months	3 months	3 months	3 months	3 months
17	(SK - 1 pay)	OSR	\$24.49	\$24.72	\$24.98	\$25.21	\$25.43	\$25.73	\$25.97
16	(SK - 2 pay)	OSR	\$21.19	\$21.34	\$21.61	\$21.86	\$22.14	\$22.41	\$22.66
15	(SK - 3 pay)	OSR	\$20.77	\$20.95	\$21.24	\$21.46	\$21.71	\$22.02	\$22.27
14	(SK - 4 pay)	OSR	\$20.12	\$20.38	\$20.57	\$20.84	\$21.17	\$21.33	\$21.69
13	(SK - 5 pay)	OSR	\$19.36	\$19.61	\$19.88	\$20.08	\$20.38	\$20.59	\$20.92
12	(SK - 6 pay)	OSR	\$18.66	\$18.90	\$19.13	\$19.37	\$19.62	\$19.93	\$20.20
11	(SK - 7 pay)	OSR	\$18.25	\$18.41	\$18.67	\$18.89	\$19.18	\$19.49	\$19.72
10		OSR	\$18.01	\$18.27	\$18.49	\$18.68	\$18.94	\$19.16	
9		OSR	\$17.73	\$17.91	\$18.12	\$18.35	\$18.56	\$18.78	
8		OSR	\$17.38	\$17.53	\$17.75	\$17.95	\$18.16	\$18.39	
7		OSR	\$16.99	\$17.20	\$17.40	\$17.58	\$17.85	\$18.04	
6		OSR	\$16.63	\$16.74	\$16.92	\$17.14	\$17.39	--	
5		OSR	\$16.13	\$16.27	\$16.46	\$16.64	\$16.86	--	
4		OSR	\$15.84	\$16.01	\$16.20	\$16.37	\$16.61	--	
3		OSR	\$15.51	\$15.64	\$15.84	\$16.02	\$16.25	--	
2		OSR	\$15.11	\$15.28	\$15.50	\$15.65	\$15.86	--	
1		OSR	\$14.80	\$15.01	\$15.14	\$15.33	\$15.56	--	

Effective February 11, 2019
includes 2 % increase

Job Grade		Rate	Minimum	3 months	3 months	3 months	3 months	3 months	3 months
17	(SK - 1 pay)	OSR	\$24.98	\$25.21	\$25.48	\$25.71	\$25.94	\$26.24	\$26.49
16	(SK - 2 pay)	OSR	\$22.15	\$21.77	\$22.04	\$22.30	\$22.58	\$22.86	\$23.11
15	(SK - 3 pay)	OSR	\$21.19	\$21.37	\$21.66	\$21.89	\$22.14	\$22.46	\$22.72
14	(SK - 4 pay)	OSR	\$20.52	\$20.79	\$20.98	\$21.26	\$21.59	\$21.76	\$22.12
13	(SK - 5 pay)	OSR	\$19.75	\$20.00	\$20.28	\$20.48	\$20.79	\$21.00	\$21.34
12	(SK - 6 pay)	OSR	\$19.03	\$19.28	\$19.51	\$19.76	\$20.01	\$20.33	\$20.60
11	(SK - 7 pay)	OSR	\$18.62	\$18.78	\$19.04	\$19.27	\$19.56	\$19.88	\$20.11
10		OSR	\$18.37	\$18.64	\$18.86	\$19.05	\$19.32	\$19.54	
9		OSR	\$18.08	\$18.27	\$18.48	\$18.72	\$18.93	\$19.16	
8		OSR	\$17.73	\$17.88	\$18.11	\$18.31	\$18.52	\$18.76	
7		OSR	\$17.33	\$17.54	\$17.75	\$17.93	\$18.21	\$18.40	
6		OSR	\$16.96	\$17.07	\$17.26	\$17.48	\$17.74	--	
5		OSR	\$16.45	\$16.60	\$16.79	\$16.97	\$17.20	--	
4		OSR	\$16.16	\$16.33	\$16.52	\$16.70	\$16.94	--	
3		OSR	\$15.82	\$15.95	\$16.16	\$16.34	\$16.58	--	
2		OSR	\$15.41	\$15.59	\$15.81	\$15.96	\$16.18	--	
1		OSR	\$15.10	\$15.31	\$15.44	\$15.64	\$15.87	--	

Effective February 10, 2020
includes 2.5 % increase

Job Grade		Rate	Minimum	3 months	3 months	3 months	3 months	3 months	3 months
17	(SK - 1 pay)	OSR	\$25.60	\$25.84	\$26.12	\$26.35	\$26.59	\$26.90	\$27.15
16	(SK - 2 pay)	OSR	\$22.15	\$22.31	\$22.59	\$22.86	\$23.14	\$23.43	\$23.69
15	(SK - 3 pay)	OSR	\$21.72	\$21.90	\$22.22	\$22.44	\$22.69	\$23.02	\$23.29
14	(SK - 4 pay)	OSR	\$21.03	\$21.31	\$21.50	\$21.79	\$22.13	\$22.33	\$22.67
13	(SK - 5 pay)	OSR	\$20.24	\$20.50	\$20.78	\$20.99	\$21.31	\$21.53	\$21.87
12	(SK - 6 pay)	OSR	\$19.49	\$19.76	\$20.00	\$20.25	\$20.51	\$20.84	\$21.12
11	(SK - 7 pay)	OSR	\$19.09	\$19.25	\$19.52	\$19.75	\$20.05	\$20.38	\$20.61
10		OSR	\$18.83	\$19.11	\$19.33	\$19.53	\$19.80	\$20.03	
9		OSR	\$18.53	\$18.73	\$18.94	\$19.19	\$19.40	\$19.64	
8		OSR	\$18.17	\$18.33	\$18.56	\$18.77	\$18.98	\$19.23	
7		OSR	\$17.76	\$17.97	\$18.19	\$18.38	\$18.86	\$18.86	
6		OSR	\$17.38	\$17.50	\$17.69	\$17.92	\$18.18	--	
5		OSR	\$16.86	\$17.02	\$17.21	\$17.39	\$17.63	--	
4		OSR	\$16.56	\$16.74	\$16.93	\$17.12	\$17.36	--	
3		OSR	\$16.22	\$16.35	\$16.56	\$16.76	\$16.99	--	
2		OSR	\$15.80	\$15.98	\$16.21	\$16.36	\$16.58	--	
1		OSR	\$15.48	\$15.69	\$15.83	\$16.03	\$16.27	--	

APPENDIX “ D” INCENTIVE WAGE SCHEDULE

Effective February 11, 2017 includes 2.5% increase

Job						3	
Grade	Rate	3 months	3 months	3 months	3 months	months	3 months
B - 10	BASE	\$15.59	\$15.74	\$15.91	\$16.05	\$16.18	\$16.32
	OSR	\$17.66	\$17.91	\$18.13	\$18.31	\$18.57	\$18.78
B - 9	BASE	\$15.06	\$15.20	\$15.35	\$15.52	\$15.72	\$15.87
	OSR	\$17.38	\$17.56	\$17.76	\$17.99	\$18.20	\$18.41
B - 8	BASE	\$14.73	\$14.83	\$14.97	\$15.14	\$15.26	\$15.35
	OSR	\$17.04	\$17.19	\$17.40	\$17.60	\$17.80	\$18.03
B - 7	BASE	\$14.50	\$14.58	\$14.75	\$14.87	\$15.02	\$15.18
	OSR	\$16.66	\$16.86	\$17.06	\$17.24	\$17.50	\$17.69
B - 6	BASE	\$14.19	\$14.33	\$14.49	\$14.56	\$14.73	\$14.83
	OSR	\$16.30	\$16.41	\$16.59	\$16.80	\$17.05	--
B - 5	BASE	\$13.84	\$14.05	\$14.15	\$14.26	\$14.42	\$14.52
	OSR	\$15.81	\$16.96	\$16.14	\$16.31	\$16.53	--
B - 4	BASE	\$13.56	\$13.72	\$13.82	\$14.03	\$14.13	\$14.23
	OSR	\$15.53	\$15.70	\$15.88	\$16.05	\$16.28	--
B - 3	BASE	\$13.34	\$13.42	\$13.50	\$13.66	\$13.72	\$13.82
	OSR	\$15.21	\$15.33	\$15.53	\$15.71	\$15.93	--
B - 2	BASE	\$13.11	\$13.23	\$13.34	\$13.43	\$13.50	\$13.67
	OSR	\$14.81	\$14.98	\$15.20	\$15.34	\$15.55	--
B - 1	BASE	\$12.86	\$13.00	\$13.11	\$13.15	\$13.30	\$13.42
	OSR	\$14.51	\$14.71	\$14.84	\$15.03	\$15.25	--

Effective February 12, 2018 includes 2% increase

Job						3	
Grade	Rate	Minimum	3 months	3 months	3 months	months	3 months
B - 10	BASE	\$15.90	\$16.05	\$16.23	\$16.37	\$16.50	\$16.65
	OSR	\$18.01	\$18.27	\$18.49	\$18.68	\$18.94	\$19.16
B - 9	BASE	\$15.36	\$15.50	\$15.66	\$15.83	\$16.03	\$16.19
	OSR	\$17.73	\$17.91	\$18.12	\$18.35	\$18.56	\$18.78
B - 8	BASE	\$15.02	\$15.13	\$15.27	\$15.44	\$15.57	\$15.66
	OSR	\$17.38	\$17.53	\$17.75	\$17.95	\$18.16	\$18.39
B - 7	BASE	\$14.79	\$14.88	\$15.05	\$15.17	\$15.32	\$15.48
	OSR	\$16.99	\$17.20	\$17.40	\$17.58	\$17.85	\$18.04
B - 6	BASE	\$14.47	\$14.62	\$14.78	\$14.85	\$15.02	\$15.13
	OSR	\$16.63	\$16.74	\$16.92	\$17.14	\$17.39	--
B - 5	BASE	\$14.12	\$14.33	\$14.43	\$14.55	\$14.71	\$14.81
	OSR	\$16.13	\$17.30	\$16.46	\$16.64	\$16.86	--
B - 4	BASE	\$13.83	\$13.99	\$14.10	\$14.31	\$14.41	\$14.51
	OSR	\$15.84	\$16.01	\$16.20	\$16.37	\$16.61	--
B - 3	BASE	\$13.61	\$13.69	\$13.77	\$13.93	\$13.99	\$14.10
	OSR	\$15.51	\$15.64	\$15.84	\$16.02	\$16.25	--
B - 2	BASE	\$13.37	\$13.49	\$13.61	\$13.70	\$13.77	\$13.94
	OSR	\$15.11	\$15.28	\$15.50	\$15.65	\$15.86	--
B - 1	BASE	\$13.12	\$13.26	\$13.37	\$13.41	\$13.57	\$13.69
	OSR	\$14.80	\$15.01	\$15.14	\$15.33	\$15.56	--

Effective February 11, 2019 includes 2 % increase

Job						3	
Grade	Rate	Minimum	3 months	3 months	3 months	months	3 months
B - 10	BASE	\$16.22	\$16.37	\$16.55	\$16.70	\$16.83	\$16.98
	OSR	\$18.37	\$18.64	\$18.86	\$19.05	\$19.32	\$19.54
B - 9	BASE	\$15.67	\$15.81	\$15.97	\$16.15	\$16.35	\$16.51
	OSR	\$18.08	\$18.27	\$18.48	\$18.72	\$18.93	\$19.16
B - 8	BASE	\$15.32	\$15.43	\$15.58	\$15.75	\$15.88	\$15.97
	OSR	\$17.73	\$17.88	\$18.11	\$18.31	\$18.52	\$18.76
B - 7	BASE	\$15.09	\$15.18	\$15.35	\$15.47	\$15.63	\$15.79
	OSR	\$17.33	\$17.54	\$17.75	\$17.93	\$18.21	\$18.40
B - 6	BASE	\$14.76	\$14.91	\$15.08	\$15.15	\$15.32	\$15.43
	OSR	\$16.96	\$17.07	\$17.26	\$17.48	\$17.74	--
B - 5	BASE	\$14.40	\$14.62	\$14.72	\$14.84	\$15.00	\$15.11
	OSR	\$16.45	\$16.60	\$16.79	\$16.97	\$17.20	--
B - 4	BASE	\$14.11	\$14.27	\$14.38	\$14.60	\$14.70	\$14.80
	OSR	\$16.16	\$16.33	\$16.52	\$16.70	\$16.94	--
B - 3	BASE	\$13.88	\$13.96	\$14.05	\$14.21	\$14.27	\$14.38
	OSR	\$15.82	\$15.95	\$16.16	\$16.34	\$16.58	--
B - 2	BASE	\$13.64	\$13.76	\$13.88	\$13.97	\$14.05	\$14.22
	OSR	\$15.41	\$15.59	\$15.81	\$15.96	\$16.18	--
B - 1	BASE	\$13.38	\$13.53	\$13.64	\$13.68	\$13.84	\$13.96
	OSR	\$15.10	\$15.31	\$15.44	\$15.64	\$15.87	--

Effective February 10, 2020 includes 2.5 % increase

Job							
Grade	Rate	Minimum	3 months	3 months	3 months	3 months	3 months
B - 10	BASE	\$16.63	\$16.78	\$16.96	\$17.12	\$17.25	\$17.40
	OSR	\$18.83	\$19.11	\$19.33	\$19.53	\$19.80	\$20.03
B - 9	BASE	\$16.06	\$16.21	\$16.37	\$16.55	\$16.76	\$16.92
	OSR	\$18.53	\$18.73	\$18.94	\$19.19	\$19.40	\$19.64
B - 8	BASE	\$15.70	\$15.82	\$15.97	\$16.14	\$16.28	\$16.37
	OSR	\$18.17	\$18.33	\$18.56	\$18.77	\$18.98	\$19.23
B - 7	BASE	\$15.47	\$15.56	\$15.73	\$15.86	\$16.02	\$16.18
	OSR	\$17.76	\$17.97	\$18.19	\$18.38	\$18.68	\$18.86
B - 6	BASE	\$15.13	\$15.28	\$15.46	\$15.53	\$15.70	\$15.82
	OSR	\$17.38	\$17.50	\$17.69	\$17.92	\$18.18	--
B - 5	BASE	\$14.76	\$14.98	\$15.09	\$15.21	\$15.38	\$15.49
	OSR	\$16.86	\$17.02	\$17.21	\$17.39	\$17.63	--
B - 4	BASE	\$14.46	\$14.63	\$14.74	\$14.96	\$15.07	\$15.17
	OSR	\$16.56	\$16.74	\$16.93	\$17.12	\$17.36	--
B - 3	BASE	\$14.23	\$14.31	\$14.40	\$14.57	\$14.63	\$14.74
	OSR	\$16.22	\$16.35	\$16.56	\$16.76	\$16.99	--
B - 2	BASE	\$13.98	\$14.10	\$14.23	\$14.32	\$14.40	\$14.58
	OSR	\$15.80	\$15.98	\$16.21	\$16.36	\$16.58	--
B - 1	BASE	\$13.71	\$13.87	\$13.98	\$14.02	\$14.19	\$14.31
	OSR	\$15.48	\$15.69	\$15.83	\$16.03	\$16.27	--

APPENDIX 'E'
SKILLED TRADE

Effective February 12, 2017 includes 2.5 % increase

Job Grade	Rate	Minimum	3 months	3 months	3 months	3 months	3 months	3 months
SK-A1	OSR	\$26.91	\$27.14	\$27.38	\$27.59	\$27.88	\$28.10	\$28.39
SK-1	OSR	\$24.01	\$24.24	\$24.49	\$24.72	\$24.93	\$25.22	\$25.46
SK-2	OSR	\$20.77	\$20.92	\$21.19	\$21.43	\$21.71	\$21.97	\$22.22
SK-3	OSR	\$20.36	\$20.54	\$20.82	\$21.04	\$21.28	\$21.59	\$21.83
SK-4	OSR	\$19.73	\$19.98	\$20.17	\$20.43	\$20.75	\$20.91	\$21.26
SK-5	OSR	\$19.00	\$19.22	\$19.49	\$19.69	\$19.98	\$20.19	\$20.52
SK-6	OSR	\$18.29	\$18.53	\$18.75	\$18.99	\$19.24	\$19.54	\$19.80
SK-7	OSR	\$17.89	\$18.05	\$18.30	\$18.52	\$18.80	\$19.11	\$19.33

Effective February 12, 2018 includes 2 % increase

Job Grade	Rate	Minimum	3 months	3 months	3 months	3 months	3 months	3 months
SK-A1	OSR	\$27.45	\$27.68	\$27.93	\$28.14	\$28.44	\$28.66	\$28.95
SK-1	OSR	\$24.49	\$24.72	\$24.98	\$25.21	\$25.43	\$25.72	\$25.97
SK-2	OSR	\$21.19	\$21.34	\$21.61	\$21.86	\$22.24	\$22.41	\$22.66
SK-3	OSR	\$20.77	\$20.95	\$21.24	\$21.46	\$21.71	\$22.02	\$22.27
SK-4	OSR	\$19.73	\$20.38	\$20.57	\$20.84	\$21.17	\$21.33	\$21.69
SK-5	OSR	\$19.38	\$19.60	\$19.88	\$20.08	\$20.38	\$20.59	\$20.93
SK-6	OSR	\$18.66	\$18.90	\$19.13	\$19.37	\$19.62	\$19.93	\$20.20
SK-7	OSR	\$18.25	\$18.42	\$18.67	\$18.89	\$19.18	\$19.49	\$19.72

Effective February 11, 2019 includes 2 % increase

Job Grade	Rate	Minimum	3 months	3 months	3 months	3 months	3 months	3 months
SK-A1	OSR	\$28.00	\$28.23	\$28.49	\$28.70	\$29.01	\$29.23	\$29.23
SK-1	OSR	\$24.98	\$25.21	\$25.48	\$25.72	\$25.94	\$26.23	\$26.23
SK-2	OSR	\$21.61	\$21.77	\$22.04	\$22.30	\$22.68	\$22.86	\$22.86
SK-3	OSR	\$21.19	\$21.37	\$21.66	\$21.89	\$22.14	\$22.46	\$22.46
SK-4	OSR	\$20.52	\$20.79	\$20.98	\$21.26	\$21.59	\$21.76	\$21.76
SK-5	OSR	\$19.77	\$19.99	\$20.28	\$20.68	\$20.79	\$21.00	\$21.00
SK-6	OSR	\$19.03	\$19.28	\$19.51	\$19.76	\$20.01	\$20.32	\$20.32
SK-7	OSR	\$18.62	\$18.79	\$19.05	\$19.27	\$19.56	\$19.88	\$19.88

E

Effective February 10, 2020 includes 2.5 % increase

Job Grade	Rate	Minimum	3 months	3 months	3 months	3 months	3 months	3 months
SK-A1	OSR	\$28.70	\$28.94	\$29.20	\$29.42	\$29.74	\$29.96	\$29.96
SK-1	OSR	\$25.60	\$25.84	\$26.12	\$26.36	\$26.59	\$26.89	\$26.89
SK-2	OSR	\$21.73	\$22.31	\$22.59	\$22.75	\$23.25	\$23.43	\$23.43
SK-3	OSR	\$21.72	\$21.90	\$22.22	\$22.44	\$22.69	\$23.02	\$23.02
SK-4	OSR	\$21.03	\$21.31	\$21.50	\$21.79	\$22.13	\$22.33	\$22.33
SK-5	OSR	\$20.26	\$20.49	\$20.78	\$21.20	\$21.31	\$21.53	\$21.53
SK-6	OSR	\$19.51	\$19.76	\$20.00	\$20.25	\$20.51	\$20.83	\$20.83
SK-7	OSR	\$19.09	\$19.26	\$19.53	\$19.75	\$20.05	\$20.38	\$20.38

APPENDIX 'F'
MEMORANDUM OF UNDERSTANDING

1. A part-time employee is hereby defined as one who is employed under an arrangement calling for less than the agreed upon schedule of hours in the workday or workweek. A part-time employee is to be assigned to a specific job and the period of assigned work shall be at least four (4) hours.
2. Supervisors are defined as employees authorized to act on behalf of the Company in matters involving the management of the plant, the use of its equipment and facilities, and the direction of the working force including, but not limited to, the authority to hire, promote, demote, discharge and otherwise discipline employees. Supervisory personnel shall not perform work normally performed by employees covered by this Agreement except in case of an emergency or where experimentation is required. In either event, the steward shall be notified.
3. An employee having fifteen (15) years or more seniority and who because of a physical disability is no longer able to perform his job in a capable and efficient manner may displace the least senior-employee in the plant whose job the more senior employee can perform in a capable and efficient manner.
4. The Company agrees that it will meet with the Union for the purpose of evaluating whether or not the need exists for establishing either a Federal or State apprenticeship program.
5. During time of inventory all inventory work will be offered to qualified employees in the unit by seniority. It is understood that in situations where production follows inventory the day shift employees will perform the inventory work.
6. Employees who "clock in" late will be docked time in accordance with the following:

<u>Minutes Late</u>	<u>Time Docked</u>
0-6	1/10th Hr.
6-12	2/10th Hr.
12-18	3/10th Hr.
etc.	etc.

Employees who "clock out" early will be paid up to and including the last 1/10th of an hour worked prior to ringing out.

APPENDIX 'G'
SENIORITY UNIT DESIGNATIONS AS FOLLOWS:

SHEET GASKETING AREA

Seniority Units: High Pressure Sheet
Cut Gasket

GYLON

Seniority Unit: Gylon
Diaphragm

KLOZURE AREA

Seniority Units: Assembly (Inc. Storeroom)
Production Tooling
Metal Preparation
Punch Presses
Large Seal
Klozure (skilled)
Klozure Rubber Products
Element Trim (Inc. Splits)

RUBBER AREA

Seniority Units: Press Room
Tubing (Incl. Silicone)
Banbury
Mill & Calendar (Incl. Spiral)
Chevron Preparation and Finishing (Inc. Shipping)
Injection Molding (Inc. Urethane Trim & Shipping)
Rubber Injection Molding

EXPANSION JOINT AREA

Seniority Unit: Expansion Joint

PLANT SUPPORT AREA

Seniority Units: Mechanical
Machine Shop
Fabrication
Electrical
Power Plant
Yard
Sanitation
Pipe Shop
Environmental Services
Warehouse & Shipping
Quality Control (Includes Inspection)
Semi-Works

APPENDIX 'H'

BENEFIT PLAN AGREEMENTS

The following descriptions are intended only as a summary of their major provisions. Complete details of the plans shall be set forth in the master plan documents and shall govern the implementation and administration of the plans.

1. PENSION PLAN

- A. Past service accruals shall be frozen effective December 31, 1980, and monthly accruals shall be adjusted by the amount of one (1) dollar times years of past service prior to January 1, 1981.

Future benefit shall be determined by a flat-rate multiplier times years of credited service. Effective 2/11/2017, the flat-rate multiplier shall be \$43.75. Effective 2/11/2018, the flat rate multiplier shall be \$44.00. Effective 2/10/2019, the flat rate multiplier shall be \$44.25. Effective 2/11/2020, the flat rate multiplier shall be \$44.75.

An employee retiring during the effective dates of this Agreement will receive pension increases as agreed to above, on the date the increase becomes effective.

- B. WAITING PERIOD -- An employee becomes a Plan member on the first day of the month following the first anniversary of his date of hire provided he completes at least 1,000 hours of service.
- C. VESTING -- Full vesting after five (5) years of service.
- D. SPOUSES BENEFIT OR DEATH BENEFITS -- See master plan document.
- E. Unreduced pension at age 62. Other early eligibility and reduction factors -- see master plan document.
- F. Effective 1/1/10, no new participants will be allowed to participate in the defined benefit pension plan. Therefore, an employee hired or rehired [defined as employees who quit, were discharged or in the event of layoff, have not returned to work in accordance with the provisions of 9.7 (D) or 9.7 (E)] on or after 1/1/10 will not participate in the pension plan and will not be eligible to receive any benefits under the pension plan.

For additional information, see summary plan description.

2. MEDICAL INSURANCE

- A. Coverage for Eligible Employees --

Medical and Prescription Coverage -- For the duration of this Agreement, the Company will make available through an insurance carrier(s) the benefits established as described below:

1. Effective 2/11/2017, the Company will offer the following, or like plans,

- a. Primary Medical Plans: Blue Choice 25 and MVP 25/40 HMO plan(s)
- b. Other plans as designated by the Company

2. Employee Contributions

- a. Employee contributions for primary medical plans will be --

- Effective 2/11/2017 through 5/31/2017 20% contribution for Employee Only; 27% all other levels
- Effective 6/1/2017 Employee contributions for health insurance shall be equivalent to contributions for non-exempt, non-bargaining unit, salaried employees of the Company in Palmyra. Should the Company make changes to Employee contributions for health insurance for non-exempt, non-bargaining unit, salaried employees of the Company in Palmyra, such changes shall automatically be extended to the bargaining unit employees without bargaining between the parties.

The maximum contribution rate for the bargaining unit employees will be:

24% contribution for Employee Only

29% all other levels

- Effective 1/1/2020, the Company will pay a Defined Contribution toward the monthly premium for the primary plans. The employee cost will be the different between the premium and the Company Defined Contribution. The Defined Company Contribution per month will be as follows:

HMO Plans

Employee only	\$ 580
Employee + Spouse	\$ 1,247
Employee + Child(ren)	\$ 1,197
Family	\$ 1,410

- Effective 1/1/2021, the Company will pay a Defined Contribution toward the monthly premium for the primary plans. The employee cost will be the different between the premium and the Company Defined Contribution. The Defined Company Contribution per month will be as follows:

HMO Plans

Employee only	\$ 615
Employee + Spouse	\$ 1,322
Employee + Child(ren)	\$ 1,268
Family	\$ 1,497

- b. Effective 1/1/2018, employees will move to the Aetna Metallic Medical options (Bronze, Silver, Gold) using a defined contribution approach. The annual rates and defined contributions will be established by EnPro. This falls under Appendix 'H', 2A,1,b- Other plans designed by the Company.

B. Medical Eligibility, Coverage and Contributions for Retirees --

1. To be eligible for medical insurance, the retiree must have been an employee for a minimum of ten (10) years of continuous service at retirement.

Continuous employment is defined as a period of service during which the employee has not quit or was discharged and in event of lay-off, has returned to work in accordance with the provisions set forth in Article 9, Section 9.7, Subsection 9.7D and 9.7E of this Agreement.

2. The Company will provide for those eligible retirees as defined in Subsection 1, medical coverage as established and as described in a separate document. The Company agrees that the benefits described will not be lowered during the terms of this contract. Medical coverage will be provided for the pensioner's lifetime subject to negotiations at the termination of each contract as to whether a contribution should be required and/or an adjustment to the benefit level.

3. Contributions --

All existing retirees and those retiring during the term of this agreement shall make contributions for retiree medical insurance as follows:

a.Pre-65 Retiree Medical Plans

Effective 1/1/2009 through 12/31/2009, Blue Choice Value, Preferred Care Opportunity, and Comprehensive Medical Plan.

Effective 1/1/2010, same HMO plans as offered to active employees, and Comprehensive Medical Plan.

Effective 02/13/2008:

Pre – 65 Retirees cost for Comprehensive Plan and/or HMO's will be 20%.

b. Post-65 Retirees - Effective 01/01/1997:

Cost for the Retiree Medigap Plan and/or HMO's will be \$15/30 per month plus 100% of any increase over the 1996 costs for the Retiree Medigap Plan.

4. Employees hired after April 1, 1999 will not be eligible for retiree medical insurance.

5. Effective 02/12/2009, new participants in medical plans for either the Pre-65 Retirees or Post-65 Retirees will pay 100% of the cost for the plans.

3. **GROUP LIFE INSURANCE**

A. For those employees who qualify, the Company will make available Group Life Insurance as shown below:

Effective 02/13/09 \$50,000 Paid entirely by the Company

Effective 01/1/2018, employees will have the options to purchase supplemental life insurance (same as the salaried employees), paid for entirely by the Employee.

B. Coverage for Retired Employees -- The Company will make available Group Life Insurance paid for entirely by the Company according to the following continuous service (as described in Appendix 'H', Section 2, Subsection B.1) schedules.

Less than 10 Years Service	None
10 Years but Less than 20 Years	\$ 750
20 Years and Over	\$1000

4. **DENTAL INSURANCE**

The employees contribution will be 25% and the Company 's contribution will be 75% of the cost of dental insurance through 12/31/2017. The Dental Insurance in effect during the period will be:

Aenta 80 Plan:

A. Reimbursement of reasonable and customary charges based on the following:

Preventive Services	100% of R & C charges
Basic Services	80% of R & C charges, after deductible
Major Services	50% of R & C charges, after deductible
Orthodontic Services	50% of R & C charges ,after deductible

B. Deductible:

Preventive Services	None
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Basic and Major Services, combined

a. Preventative Services	None
b . Basic and Major Services, combined	
Per person per calendar year	\$ 50.00
Per family per calendar year	\$100.00
Orthodontic Services	
Per person per lifetime	None
Per person per calendar year	\$100.00

- C. Maximum payable for Preventive, Basic and Major Services combined per family member per calendar year is \$1,500.00
- D. Maximum payable for Orthodontic Services per family member lifetime maximum is \$1,500.00

Effective 01/1/2018, Employees will be offered the Aetna Metallic Dental Options (Bronze, Silver, Gold), as offered to the salaried employees, using a defined contribution approach. The dental rates will remain the same during the course of this contract based upon the established 2017 rates.

BRONZE

- A. Reimbursement of reasonable and customary charges based on the following:
 - a. Preventive Services 100% of R & C charges
 - b. Basic Services 80% of R & C charges after deductible
 - c. Major Services 50% of R & C charges after deductible
 - d. Orthodontic Services Not Covered
- B. Deductible:
 - i. Per person per calendar year \$100
 - ii. Per family per calendar year \$200
- C. Maximum payable for Preventive, Basic and Major Services combined per family member per calendar year is \$1,500.00.

SILVER

- A. Reimbursement of reasonable and customary charges based on the following:
 - a. Preventive Services 100% of R & C charges
 - b. Basic Services 80% of R & C charges after deductible
 - c. Major Services 50% of R & C charges after deductible
 - d. Orthodontic Services 50% of R & C charges after deductible
- B. Deductible:
 - i. Per person per calendar year \$50
 - ii. Per family per calendar year \$100
- C. Maximum payable for Preventive, Basic and Major Services combined per family member per calendar year is \$1,500.00.
- D. Maximum payable for Orthodontic Services per family member lifetime maximum is \$1,500.00.

GOLD

- A. Reimbursement of reasonable and customary charges based on the following:
 - a. Preventive Services 100% of R & C charges
 - b. Basic Services 80% of R & C charges after deductible
 - c. Major Services 50% of R & C charges after deductible
 - d. Orthodontic Services 50% of R & C charges after deductible
- B. Deductible:
 - i. a. Per person per calendar year \$50
 - ii. b. Per family per calendar year \$100
- C. Maximum payable for Preventive, Basic and Major Services combined per family member per calendar year is \$3,000.00.
- D. Maximum payable for Orthodontic Services per family member lifetime maximum is \$3,000.00.

5. LONG TERM DISABILITY

An employee will have the right to subscribe, at his or her expense to Long Term Disability Insurance subject to the following terms and conditions of the Plan.

A. Eligibility -- An employee is eligible if he is actively engaged as a full-time, permanent employee of the Company in a group of employees for whom the plan is applicable.

B. Effective Date -- coverage will be effective on the month following employee's date of hire with the Company as an employee who is eligible to participate.

C. Amount of Benefits -- If an employee has been totally disabled for a continuous period of 26 weeks he will begin to receive Long Term Disability benefits equal to 60% of his earnings to a maximum monthly benefit of \$2,000 for as long as he is totally disabled.

D. Effective 01/1/2018 the employees will be offered the same EnPro LTD Options as offered to salaried employees.

E. Dispute- in the event there is a disagreement between the employee's physician and the insurance company's physician, a third physician will be selected who is agreeable to both parties and his decision will be accepted without dispute by either party.

For additional information, see Master Plan Document

6. RETIREMENT SAVINGS PLAN

A. ELIGIBILITY – An employee is eligible to participate in the Plan after the employee receives their first payroll check.

B. YOUR CONTRIBUTIONS TO THE PLAN – Your contributions are voluntary. You can contribute from 1% to 75 % (in 1% increments) of your compensation as a deferred contribution and 1% to 75% of your compensation as an after-tax contribution up to IRS limits.

C. VESTING – You are always 100% vested in your deferred contribution, after-tax contribution and rollover accounts.

D. INVESTMENT OPTIONS – A variety of investment funds are available to help meet your retirement goals. (see Administrator)

E. EMPLOYER CONTRIBUTIONS TO THE PLAN –

Effective February 9, 2015, the Company will match \$.75 for every dollar an employee contributes up to 6%. The Company match is 100% vested.

Effective 02/02/ 2020, the Company will match \$ 1.00 for every dollar an employee contributes up to 6 %. The Company match is 100% vested.

Employees hired after 01/01/2010, and **on or before 02/ 28/2017** will receive an additional company 401(k) contribution of 2% which will have a three year vesting period. **The additional company 401(k) contribution will not be available for employees hired on or after 03/01/2017.**

F. AUTOMATIC ENROLLMENT IN PLAN – Employees hired after 01/01, 2010, will be automatically enrolled in the 401(k) plan at a contribution level of 6%. Your deferrals will begin as soon as administratively possible following enrollment.

Company match is invested into the same funds in same proportion as employee contribution.

For additional information, see Master Plan Document

7. ACCIDENTAL DEATH AND DISMEMBERMENT

A. ELIGIBILITY – For those employees who qualify, the Company will make available Accidental Death and Dismemberment insurance paid for entirely by the Company. An employee is eligible if he is actively engaged as a full-time employee of the Company in a group of employees for whom the plan is applicable.

B. EFFECTIVE DATE – Coverage will be effective the first of the month following your date of hire with the Company as an employee who is eligible to participate.

- C. **COVERAGE** – One times your base annual pay with a minimum of \$25,000 and a maximum of \$32,500. Upon attainment of age 65, this coverage is subject to reduction.

This plan covers the employee only. Beneficiaries are designated via the automatic benefit enrollment system.

Effective 01/01/2018, Basic Accidental Death and Dismemberment will be the same as offered to salaried employees, and paid for by the Company.

Effective 01/01/2018, the Company will offer the same Voluntary Accidental Death and Dismemberment insurance options to the employees as are offered to the salaried employees. Voluntary Accidental Death and Dismemberment is paid for entirely by the Employee.

For additional information, see Master Plan Document.

8. PERFECT ATTENDANCE PROGRAM

Employees achieving perfect attendance for the entire calendar year will be eligible for a \$250.00 award.

Perfect attendance under this program is defined as working all scheduled hours, including overtime hours that the employee has committed to work. Any employee that has an unscheduled absence, including call-in vacation day(s), is tardy, or quits early will lose eligibility for this program for the calendar year, the absence, tardy, or early quit occurs. Employee will not lose eligibility for the Perfect Attendance Program award, for absences in the calendar year for the following reasons: Jury Duty, Bereavement days, Authorized Leave of Absence, FMLA, Workers compensation, Scheduled vacation or Military Obligation.

APPENDIX 'I'
ACTIVE LETTERS OF AGREEMENT

The following list represents the active letters of agreement as of February 11, 2017

Letter of Agreement	Topic	Date
1	Goal Sharing/ELMS	1/27/2012
2	Incentive Buyout	2/9/2017
3	Asbestos Handling	11/1/2000
4	Preventative Maintenance Position	4/30/2001
5	Tool Crib Inventory	1/21/2000
6	John Thompson Letter	8/21/2001
7	General/Summer Hires	6/20/1997
8	General/Union President/Time off for Union Business	5/11/1998
9	Skilled Pay	5/14/2002
10	Substance Abuse Program	2/1/2012
11	Gylon Technician Progression	11/4/2002
12	Tubing Technician	1/8/2003
13	Day of Rest	1/31/2012
14	Recycling	4/21/2005
15	Chevron Pay for Skill Elimination	6/30/2006
16	Quality Control Progression	10/19/2006
17	Increases to Buyout Rates	2/6/2007
18	Maintenance Cell Phones	9/3/2015
19	Trial period for Semi-Works position	3/8/2011
20	Semi-Works	1/27/2012
21	Material Coordination	12/16/2010
22	Appendix B- Wage Incentive Program	1/27/2012
23	HC Artios/WDM/Fab Mobile CAD Stipend	9/27/2012
24	OT Distribution Assembler/Shipper class in Klosure	4/17/2013
25	Discussion on Training	2/3/2017
26	Expansion of Straight Time Wage Schedule (Appendix C)	2/6/2017
27	Working Group Leader Guidelines	2/6/2017
28	Overlapping Three Shift Operations	2/10/2017
29	Manufacturing Incentive Plan	2/10/2017

APPENDIX "J"

GYLON TWELVE HOUR ALTERNATIVE WORK SCHEDULE

To ensure maximum operating efficiency and support lifestyle advantages for employees, the Company may implement a twelve (12) hour alternative work schedule in the Gylon Department in accordance with this Appendix. A twelve (12) hour alternative work schedule may be implemented in other departments with mutual agreement between the Company and the Union. The Company will provide no less than thirty (30) days notice to the Union and affected employees before implementing or canceling the twelve (12) hour alternative work schedule. This Appendix is intended to provide cost savings and a fair and efficient alternative to standard workweeks, standard workdays, standard shifts and related provisions in this Agreement under Article 13 Hours of Work and Overtime. In case of conflict between this Appendix and the Agreement, the provisions in this Appendix shall govern for employees assigned to the twelve (12) hour alternative work schedule.

Standard Workweek/Standard Workday

The standard workweek shall consist of seven (7) days, Monday through Sunday. The standard workday shall consist of two (2) shifts from 6:00 a.m. to 6:00 p.m. and from 6:00 p.m. and 6:00 a.m. Hourly paid employees who are assigned to the 6:00 p.m. to 6:00 a.m. shift shall be entitled to a premium compensation of .55 cents per hour in addition to their current regular straight time hourly rate. Changes in the starting and stopping times for the two shifts are subject to provisions in the Agreement.

The definition of a standard work week for a twelve (12) hour alternative work schedule in this Appendix shall apply only to the twelve (12) hour alternative work schedule. The Union waives any claims it might make on behalf of employees with respect to the definition of a workweek under NYS labor law for the twelve (12) hour alternative work schedule. The Union's waiver shall not apply, unless the parties mutually agree otherwise, when workweeks are in effect in accordance with the Agreement other than the twelve (12) hour alternative work schedule.

Work Schedule

The following work schedule will be the initial twelve (12) hour alternative work schedule:

Crew / Week	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Work Hours
A / Week 1	D12	D12	D12					36
Week 2		D12	D12			D12	D12	48
B / Week 1				D12	D12	D12	D12	48
Week 2	D12			D12	D12			36
C / Week 1	N12	N12	N12					36
Week 2		N12	N12			N12	N12	48
D / Week 1				N12	N12	N12	N12	48
Week 2	N12			N12	N12			36

The Company agrees to meet with the Union to discuss changes to the twelve (12) hour work schedule before any changes are implemented. When the Company intends to make changes to a twelve (12) hour alternative work schedule, the Company will provide no fewer than two (2) options for changes from which a majority of employees affected who vote may select one (1).

Overtime

Saturdays and Sundays are straight time days unless otherwise provided in this Appendix. Time and one-half hours shall be paid to employees who perform work in excess of twelve (12) hours in one standard workday or in excess of (40) forty hours in one standard workweek.

Rest and Lunch Periods

One fifteen (15) minute rest period will be provided during the first half of the shift and one fifteen (15) minute rest period will be permitted during the second half of the shift. Such rest periods shall be taken at midpoint in the first and second halves, provided that this does not adversely affect operations. A thirty- (30) minute paid lunch will also be provided.

Recognized Holidays

Under the twelve (12) hour alternative work schedule, Recognized Holidays will be observed on the calendar days on which they fall.

An employee whose holiday falls on his/her scheduled workday and does not work shall receive twelve (12) hours straight time pay. An employee whose holiday falls on his/her scheduled day off and does not work shall receive eight (8) hours straight time pay.

An employee whose holiday falls on his/her scheduled workday and works shall receive eight (8) hours straight time pay for his/her holiday and time and one half pay for all hours worked. An employee whose holiday falls on his/her scheduled day off and works shall receive eight (8) hours straight time pay for his/her holiday and time and one half for all hours worked.

Leave of Absence With Pay

All employees covered by this Appendix shall in the event of a death in the immediate family, such as spouse, father, mother, brother, sister, son, daughter, son-in-law, daughter-in-law, father-in-law, or mother-in-law, be granted up to three (3) working days off not to extend past the day after the funeral. The employee shall be compensated for the scheduled days he/she would have worked within the period had such death not occurred at twelve (12) times his/her regular straight time hourly rate up to a maximum of twenty-four (24) times his/her regular straight time hourly rate regardless of whether the employee is granted two (2) or three (3) days leave of absence.

An employee who suffers the death of his/her sister-in-law, brother-in-law, grandparent or grandchild will receive leave of absence pay for the full day of the funeral, if attended, and shall not report for their regular shift on that day.

When an employee is called for jury service, he/she will be compensated from the start of their shift through the end of their shift or when released by the court, whichever is earlier. The employee will be compensated beyond the release time if they return to work within two (2) hours. No payment for jury service will exceed twelve (12) hours.

Any employee assigned to a shift commencing between 6:00 p.m. and 6:00 a.m., by mutual agreement between the employee and their supervisor, will determine the authorized shift absence to be paid.

Supplemental Compensation: Illness and Injury Pay

Whenever an employee is injured in the Company's employ and it is necessary for him/her to seek outside medical care, he/she shall be paid up to twelve (12) hours at their regular hourly rate provided the time thus spend coincides with their regular hours of work.

All subsequent medical appointments and independent medical examinations will be scheduled through the Company Medical Department by the Occupational Health Coordinator. Appointments will be scheduled outside the employee's working hours, unless the Medical Department is unable to do so. In the event that the appointment coincides with working hours, the employee will be paid up to six (6) hours at his/her regular rate. Employees will not be paid for time missed from work for any appointments scheduled directly by them.

Whenever an employee is injured in the Company's employ and is subsequently required to attend a compensation hearing called for the purpose of reviewing the injury, he/she shall be paid up to six (6) hours at his/her regular rate provided the time thus spent coincides with their regular hours of work. Documentation of the hearing must be provided to the Medical Department. This refers to hearings only and not to medical examinations, independent medical examinations, or follow-up appointments that are scheduled as described above.

Vacation

Vacation time will be determined by multiplying forty (40) hours times the number of vacation weeks for which an employee is eligible. Hours of vacation taken on a twelve (12) hour schedule will be subtracted from the total number of hours for which the employee is eligible (40 hours times number of eligible weeks). For the purposes of the twelve (12) hour alternative work schedule a full day's vacation shall be scheduled as twelve (12) hours. A half-day of vacation shall be scheduled as six (6) hours.

Unused residual vacation hours fewer than six (6) hours must be taken in one (1) vacation period.

Relief

Scheduled vacancies will be filled as follows:

- (A) When possible, fill on a straight time basis with a qualified employee on the shift where the vacancy occurs;
- (B) Schedule qualified volunteers on their days off from the scheduled vacancies volunteer overtime list;
- (C) If volunteers are not available, schedule qualified employees on their days off from the scheduled on call rotation list. Employees shall not be required to be on the on call rotation list on their days off immediately before and immediately after their scheduled vacation. Employees may exchange on call days with prior written approval from Supervision.

Unscheduled vacancies will be filled, if management deems necessary, as follows:

- (A) When possible, fill on a straight time basis with a qualified employee on the shift where the vacancy occurs;
 - (B) Call in qualified volunteers on their days off from the unscheduled vacancies volunteer overtime list;
 - (C) If volunteers are not available, call in qualified employees on their days off from the unscheduled on call rotation list; employees who are on call are to be available to be called in to work sixty (60) minutes before and sixty (60) minutes after the start of the shift for which they are on call. Employees shall not be required to be on the on call rotation list on their days off immediately before and immediately after their scheduled vacation. Employees may exchange on call days with prior written approval from Supervision.
 - (D) Upon initial implementation of the twelve (12) hour alternative work schedule in Gylon, employees who would otherwise be on call in accordance with the on call rotation list will be exempt if three (3) or more volunteers are available. The Company will determine every three (3) months whether the required number of volunteers needs to be adjusted for employees to be exempt from the on call rotation list. Employees who sign the volunteer list or who are on the on call rotation list will be required to work if notified or be subject to disciplinary action in accordance with the Attendance Program.
- Employees may work for a maximum of four (4) hours on either end of their regular shift, but shall not work in excess of sixteen (16) hours during a standard workday.
- An employee on the twelve (12) hour alternative work schedule for an entire week shall not be required to work a combined total of more than six (6) scheduled work days and overtime days during the normal work week.

	Planned / Scheduled Vacancies	Unplanned / Unscheduled Vacancies
Step 1	On Shift coverage (straight time)	On Shift coverage (straight time)
Step 2	Volunteers on call from the scheduled vacancies volunteer overtime list	Volunteers on call from the unscheduled vacancies volunteer overtime list
Step 3	<p>If no volunteers, mandate employees to work from a scheduled on call rotation list.</p> <ul style="list-style-type: none"> • Employees on vacation or days off immediately before or after vacation will be skipped over in the rotation. • Employees may exchange days with prior written approval from Supervision. 	<p>If have enough volunteers, employees will be exempt from being mandated to on call.</p>
Step 4		<p>If not enough volunteers, mandate employees to work from an unscheduled on call rotation list.</p> <ul style="list-style-type: none"> • Employees on vacation or days off immediately before or after vacation will be skipped over in the rotation. • Employees may exchange days with prior written approval from Supervision.

DURATION

This Agreement shall be effective as of 6:01 A.M., February 11, 2017 and shall remain in effect until 6:30 PM, February 10, 2021 and each year thereafter unless written notice of change or changes desired is given ninety (90) days prior to the termination date or ninety (90) days prior to any subsequent anniversary date of this Agreement by either of the parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officers duly authorized thereunder this 11th day of February 2017, to become effective as herein provided.

FOR GARLOCK SEALING TECHNOLOGIES, LLC

/s/ **Danielle Phillips**
VP of Human Resources

/s/ **Julia Graf**
/s/ **Bill Jerome**
/s/ **Tammy Rudy**

FOR THE INTERNATIONAL
ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS,
DISTRICT #65, LOCAL LODGE #588

/s/ **Ronald J. Warner**
District Representative
IAM & AW

/s/ **Ron Osborn**
President

/s/ **Kenneth Trask**
/s/ **Josh Schuldt**
/s/ **Rich Culp**
/s/ **Penny Hayes**
/s/ **Lawrence Lorenzo**
/s/ **Pamela Batz**

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